



**Community & Economic Development Division
Planning and Development Services**

7447 East Indian School Road, Suite 105
Scottsdale, Arizona 85251

Historic Preservation Commission Meeting Memorandum

Topic: Historic Residential Exterior Rehabilitation (HRER) program
Action Requested: Discussion and consider approval on the revised HRER funding program documents
Meeting Date: January 6, 2022
From: Jesus Murillo, Interim Historic Preservation Officer 

Dear Historic Preservation Commissioners,

Please find attached the revised HRER Program Application Guidelines and the HRER Window Policy, based on the feedback received from the previous discussion.

Staff has provided, in **bold**, text suggested by the Commission to be added to the guidelines, and ~~strikethrough~~, for the text that was suggested by the Commission to be removed – from the November 4, 2021, Commission meeting.

Staff has provided, in **bolded-underlined**, text suggested by the Commission to be added to the guidelines, and ~~double-strikethrough~~, for the text that was suggested by the Commission to be removed, or suggested to be removed, by staff – from the December 2, 2021, Commission meeting.

Attachments:

1. Second Revision to HRER Program Application Guidelines
2. Revised HRER Windows Policy
3. HRER Materials Require to Complete Commission Approved Applicant Funding

Historic Residential Exterior Rehabilitation (HRER) Program

Application Guidelines



Program Purpose

Demonstrating its commitment to the preservation of the significant historic neighborhoods of Scottsdale, the City offers assistance to help residents sensitively rehabilitate and/or expand homes located in historic districts listed on the Scottsdale Historic Register. To promote continued reinvestment in these areas, the Historic Residential Exterior Rehabilitation (HRER) Program makes monies available to private property owners that can be used to complete exterior rehabilitation, repair or restoration work on homes still used as residences. The program reimburses owners on a 50/50 matching basis for pre-approved work costing at least \$2,000 and up to ~~\$7,500~~ **\$10,000**. In return for receiving this financial assistance, the property owner agrees to sell the City a conservation easement to protect the historic character of the property's exterior.

Eligible Improvements

All work performed must be exterior work which results in the repair, improvement, reconstruction or enhancement of the facades or exterior features of the home **and is visible from the street except roofs and windows**. This includes:

- Roofs
- Foundations
- Exterior Walls
- Porches
- Carports
- Windows (refer to Windows Policy handout)
- Doors
- Masonry repointing
- Trim
- Reversal of previous inappropriate alterations
- Reconstruction of missing architectural details
- **Concrete drives, decorative pavers, walkways, patios, if significant to historic importance**

An addition to a house is also an eligible improvement **if visible from the street**, but the eligible expenses are limited to the building shell only including the roof, exterior walls and foundations, windows and doors. All expenses related to interior improvements, including mechanical, plumbing and electrical systems must be borne by the owner.

The only eligible landscaping item is replacement of the citrus trees that were historically found within the Village Grove 1-6 subdivision and are considered an important character-defining feature of that historic district. Fencing, paving and other site improvements will not be considered for funding. Painting is not an eligible activity on its own but, if it is a component of an eligible repair, then the cost of painting can be included in the project's scope of work.

Concrete drives, decorative pavers, walkways, patio enclosures shall not be eligible for HRER funding.

Competitive Selection Process for Projects

A goal of the HRER program is to demonstrate the best practices and the most appropriate treatments for historic buildings that are in conformance with the City's preservation guidelines. Consequently a

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competitive application process is used to select the projects that undertake work sensitive to the home and neighborhood's historic character and provides significant reinvestment in the property. When reviewing the applications, the City will consider the merits of the proposed project, the quality of the application and the support the project provides in advancing historic preservation in Scottsdale. Priority will be given to applications that:

- Repair or reconstructs the character-defining feature of a house in conformance with the Historic Preservation Plan and Design Guidelines adopted by the Scottsdale Historic Preservation Commission for the historic district in which it is located.
- Addresses a critical need or maintenance problem that threatens the structural integrity or continued viable use of the house.
- Include work items that are highly visible and substantially improve the historic appearance of the house and/or the district's streetscape
- Provide significant reinvestment by overmatching (greater than 50/50) with private funds the monies provided by the City
- Are submitted for owner occupied houses
- Demonstrate sensitive ways of expanding the living area of the house or undertaking functional upgrades

Due to the competitive selection process, applicants are encouraged to meet with City Historic Preservation staff to review a project proposal that can meet multiple criteria. Staff also will be available to work with an applicant that is unsuccessful with their original proposal in order to improve their project proposal for resubmittal.

Selection of the projects to be considered for funding will be made on a first-come first- considered basis by the Scottsdale Historic Preservation Commission, based on a recommendation from Historic Preservation staff.

Application

Application forms, sample program and associated legal agreements, and other support materials can be obtained by calling the Scottsdale Historic Preservation Office at (480) 312-~~2831~~ **7849** or visiting the Historic Preservation Office at 7447 East Indian School Road. Applicants are encouraged to make appointments in advance of their visit if they would like to discuss their project with the Historic Preservation staff.

Application materials can also be downloaded from the City's web site at:

<http://www.ScottsdaleAZ.gov/historic-zoning/resources>

~~Applications for this fiscal year may be submitted between now and May 1, 2015.~~ All required information and materials must be included in the submittal. Incomplete applications will be returned to the applicant and not reviewed.

Homeowner projects in Village Grove 1-6, Town and Country Scottsdale, ~~and Villa Monterey 1-7~~ **and Sands North Townhomes** historic districts have received HRER Program funding in past years for exterior home improvements. Budgeted funds are available for qualified projects ~~for this fiscal year, 2014-2015,~~ so new applications are being accepted while funds remain uncommitted.

Instructions for Completing the Application Plans & Related Data

Section II. "Application Narrative" is where you provide a narrative description of the work you are planning to undertake in your project. Explain how the project will retain or enhance the historic features, materials and/or finishes of your home. Describe the specific techniques or methods that will be employed. Where

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the preservation of historic materials is not feasible or prohibitively cost effective, explain what in-kind replacement is planned and why it should be acceptable.

Section III. "Project Justification" is part of the application narrative where you've provided the opportunity to describe how the project meets the selection criteria. The accompanying photographs should help illustrate the information presented in this section. In this portion of the application you should show that you understand the applicable preservation guidelines for the work planned as well as the appropriate preservation principles related to repair, restoration or replacement of historic materials and/or architectural features and details.

Under a separate heading in the application narrative titled "*Project Justification*," separately address the following:

- How will the work stabilize, preserve or enhance the home.
- How visible will the work be from the street and adjoining properties.
- How it will the work contribute to the views of the property and/or surrounding streetscape.
- If the proposed work will repair a maintenance issue, explain how it will improve the physical condition of the property.
- If the work will improve the energy efficiency of the home, explain how the modification will be accomplished without adversely affecting the home's character-defining features.
- If the work will restore missing architectural features, or remove incompatible additions, explain the previous changes that occurred and the rationale for the planned work.
- Provide any additional information as to reasoning your work should receive HRER funding.

Section IV. "Request for Funding" is where the property owner provides the budget for the proposed project. To complete this section, the property owner shall submit:

- ~~two (2)~~ **three (3)** independent cost estimates **using the City's standard bidding process (a licensed contractor will be required for project cost of \$5,000 or more)** for each item listed in your scope of work; and
- the completed Request for Historic Residential Exterior Rehabilitation Scope of Work and Estimates form.

The estimates shall:

- ~~Be~~ on the letterhead or forms used by a qualified contractor, tradesperson, or building product supplier;
- Include all hard costs (i.e. materials and labor);
- Include soft costs (i.e. overhead, profit and taxes); and
- ~~Be~~ dated within 60 days of the submittal of the application.

A project may include work that is performed by the owner such as the repair and or replacement of trim or windows. In this case provide the cost of and information about the materials or products to be used in the budget. The value of your labor is considered a donation to the project and cannot be used in the calculation of your match for the City funds.

Please indicate clearly on the estimates which work items you have selected to substantiate the cost.

- Building permit fees, if applicable, are the responsibility of the owner and cannot be included as a project cost.

The property owner is encouraged to select the **licensed** contractor, subcontractor or tradesperson(s) most qualified to perform the work planned. The choice of the contractor used is at the sole discretion of the property owner. A change from the companies or individuals originally submitting estimated for your

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application is acceptable as long as the approved scope of work is completed. Selection of the lowest price is not required. In fact, a higher bid that utilizes more appropriate materials or provides evidence of skilled workmanship may increase your chance of being selected for funding.

Section V. "Plans, Photographs and Related Data" are to be provided with application. Your application checklist indicates what information is required to be submitted with the application. The information below is to assist you with the preparation of the most common plans, photographs and information requested.

1. Photographs

Submit ~~at least 2 sets~~ photographs or digital images, minimum size 3" x 5," for each aspect of the planned work that illustrates the need for the work to be undertaken. Show the level of deterioration; the location for the planned rehabilitation and/or improvement and the effect the deterioration or work will have on the building.

Provide additional photographs as needed to show the relationship of the house to adjacent properties, the visibility of the improvement and/or the contribution the work will make to the streetscape.

2. Plans and Additional Information

A. Site plan: Drawings need not be professionally done but should be correct in scale and detailed enough to illustrate the proposed scope of work. The site plan should include:

- An outline or "footprint" of all existing building and structures on the lot
- The location of property lines, streets, alleys and easements;
- The location of driveways, parking areas, sidewalks, patios, fencing, walls and other major landscape or site improvements; and
- The location of the proposed work with notes referencing the scope of work described in Section III of the application.

B. Elevations: Include line drawings of the exterior elements of the building that will be impacted by the proposed work. Depending upon the nature of the work the drawings should show:

- Wall and roof configurations,
- Location and size of window and/or door openings
- Style and configuration of windows
- Notations as to materials to be used

C. Replacement Window Details: If you are proposing to replace windows, include the following information:

- Note on the site plan or floor plan the location of each window being replaced and any new window locations; label each location with a number (1,2,3) or letter (a,b,c) and use the same label for photos and drawings of each window;
- Include photos of each original window being replaced and label each photo with a number or letter and identify which side of the house it is on (front, side, back);
- Describe the types of windows proposed including how each operates (casement, sliders, double-hung, fixed), the material used for the frame, whether it is single pane or double-pane, and how the appearance of each replacement window compares to (is similar to) each original window;

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- Include elevations, drawings or photo simulations of each replacement window, and list the dimensions of each window including the width of the frame/sash and the width of the muntins (grille);
 - List the manufacturer and the product line proposed and include, if available, a brochure of the product proposed.
 - Describe the muntin/grille pattern for each replacement window and whether it is on the outside of the glass (preferred), or if it is also between the panes (on double-pane) and on the inside of the window; and
 - Provide EPA energy efficiency rating for the proposed window (U factor of 0.40 or less and SHCC rating of 0.40 or less);
- D. Archival Documents: If you are planning to reconstruct or replicate a feature originally on the house or historically found within the subdivision, provide documentation on which you are basing the planned work. Documentation can include:
- Original plans or footprints,
 - Historic photographs, and
 - Contemporary photographs showing evidence of the original structure or feature.
- E. Building Product Information
- Include product information materials for items to be used including manufacturer's specification, product brochures or other items which detail materials, appearance, finishes and installation requirements. This information will be used to determine the appropriateness of replacement materials or features.

Program Agreement

If approved for funding, a legal agreement must be executed between the City and the property owner before work can commence. No work started before the execution of the 'Historic Preservation Exterior Rehabilitation Program Agreement' is eligible for reimbursement. The Agreement sets forth project scope of work, the award amount that is the purchase price of the conservation easement, the conditions for disbursement, schedule, provisions for dispute resolution and other standard contract provisions. A sample agreement is available from the City Historic Preservation Office and web site.

Building Permit Required

After the Historic Preservation Commission approves eligible improvements it is the owner's responsibility to obtain appropriate building permits before work can commence.

Conservation Easement Required

An easement is a legal mechanism whereby a non-possessory interest in a property is conveyed by the owner to another entity. The owner retains the property rights associated with full ownership but the holder of the facade easement has the right to control what is done to the exterior of the building for which the easement is subject. A 'Deed of Conservation Easement' is a private legal mechanism that must be voluntary created by the execution of a deed that is recorded as part of the property's title. Under the HRER program, funding to rehabilitate designated historic homes is given in return for an owner agreeing to dedicate an facade easement to the City. ~~The A-façade easement shall have~~ **has a set term of 10 years.** During the term of the agreement the owner agrees to maintain and preserve the significant features of the historic building that have been rehabilitated with funds from the City. The Deed of Conservation Easement must be signed and notarized by the homeowners before reimbursement.

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Inspection of Completed Work

Upon completion of the project, the owner shall notify the City Historic Preservation Office and an inspection will be made to determine if all the items in the agreed upon scope of work have been satisfactorily completed in accordance with the Historic Preservation Plan and Design Guidelines adopted by the Scottsdale Historic Preservation Commission for the historic district in which it is located.

Disbursement of Funds and W-9 Form

If the work is in conformance, the owner can then present the City with an invoice for the purchase price for the conservation easement. The Scottsdale Accounts Payable division must receive a W-9 form, available from the Internal Revenue Service, from the owner before the reimbursement check will be mailed to a private individual.

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Historic Residential Exterior Rehabilitation (HRER) Program Windows Policy



Introduction:

The City of Scottsdale Historic Preservation Commission (SHPC) developed the Historic Residential Exterior Rehabilitation (HRER) program to assist homeowners with maintaining the special historic character of homes located in city-designated historic districts. Under this program, many homeowners seek funding for repairs or replacements that improve the functionality and energy efficiency of an historic window. Many historic windows were built to high quality standards. Before replacing historic windows please consider changing just the damaged panes and/or repairing damaged muntins or frames with putty or other appropriate compounds. It may be necessary to remove peeling paint to determine the condition of a historic window. Since many historic buildings were painted with lead-based paint, it is very important that any removal of lead-based paint be done by a professional familiar with worker safety, environmental controls, and proper disposal methods. There are also a number of ways to improve the thermal performance of historic windows. Some passive improvement options include interior blinds, exterior awnings, or shade trees. Other options may include installing window films, replacing historic single-pane glass with double- or triple-pane glass, or adding interior storm windows.

Steel frame windows can be made more energy efficient and repairing them is often more economical than wholesale replacement. Before replacing steel windows clean them to determine their condition. If they are structurally sound, then a number of repair options are available. These include realigning bent metal, adjusting the frame with shims, sandblasting away corrosion, filling holes with patching material, replacing any missing parts (screws, handles, fasteners, etc.), and/or reapplying paint with anticorrosive primer. Skilled contractors should be used if it is determined that repairs need to be completed in a workshop. Once repaired, routine maintenance will extend the window's longevity. Although steel frame windows are typically not energy efficient, there are a number of ways that they could be made more so. These include caulking around the frames, weather-stripping, and/or replacing historic single-pane glass with double- or triple-pane glass, or adding interior storm windows.

Resources:

- National Park Service Preservation Brief No. 13 Steel Windows
- National Park Service Tech Notes No. 19 Windows
- City of Phoenix Historic Preservation Office Steel Casement Window Repairs
- National Park Service Preservation Brief No. 37 Lead-Paint Hazards

If repairs are insufficient and windows need to be replaced, the HRER program can help. In choosing to replace windows, a homeowner can profoundly affect the appearance of a building. With these factors in mind the SHPC carefully considered standards for appearance, durability, and energy efficiency to guide applicants. These criteria represent a higher standard than is required for those applying for a Certificate of No Effect or Certificate of Appropriateness where the City is not funding the work.

In order to be considered for funding, window replacements must meet the "required" criteria in each of the three categories below. To have the best chance of securing HRER funding, the SHPC suggests that applicants meet as many of the "desired" criterion as possible. Additional

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information regarding an application for HRER funding is available online at <http://www.scottsdaleaz.gov/historic-zoning/exterior-rehabilitation>, or residents may call the Scottsdale Historic Preservation Office during regular business hours at (480) 312-2831.

Historic Residential Exterior Rehabilitation Program Windows Policy

Window Repair:

Appearance:

Required

- Tightly and squarely fit the replacement window to the original opening with little or no shimming.
- Maintain the original window proportions, including the depth and profile of the frame and structural elements. The width of the frame should match the original window.
- Operable portions of the windows shall match the original operation, i.e. repair handles, crank mechanisms, and latches for casement windows.
- Match the original window muntin (grid) pattern in placement. The muntin (or grille) should measure approximately an inch or less in width.

Durability:

Required

- Certification by the American Architectural Manufacturers Association (AAMA).
- Guaranteed for parts for at least 10 (ten) years.

Desired:

- The warranty is transferable to subsequent owners.
- The warranty extends beyond the 10 (ten) year minimum and includes labor.
- The company rehabilitating the windows is a recognized repairer who has been in business at least 10 (ten) years.

Energy Efficiency:

Required

- Meet or exceed the Environmental Protection Agency's (EPA) Energy Star Rating for the South-Central zone of the US.
- Certification by the National Fenestration Rating Council (NFRC).

Window Replacement:

Appearance:

Required

- Tightly and squarely fit the replacement window to the original opening with little or no shimming.
- Approximate the original window proportions, including the depth and profile of the frame and structural elements as closely as possible. The width of the frame should be proportional to the original window.
- Match the original window muntin (grid) pattern in placement. The muntin (or grille) should measure approximately an inch or less in width.
- For all ~~primary façade~~ windows **visible from the street**, replacement windows must match the existing muntin structure.

Desired

- For windows not on the primary façade of the home, mold the muntins onto the exterior of the glass, and if possible select either true or simulated through-the-glass muntins.
- Replace original windows with those of like operation, i.e. replace casement windows with casement windows.

Durability:*Required*

- Certification by the American Architectural Manufacturers Association (AAMA).
- Guaranteed for parts for at least 10 (ten) years. Vinyl products should be specifically guaranteed against cracking, splitting, corroding, and warping.

Desired

- The warranty is transferable to subsequent owners.
- The warranty extends beyond the 10 (ten) year minimum and includes labor.
- The company providing the windows is a recognized manufacturer who has been in business at least 10 (ten) years.

Energy Efficiency:*Required*

- Meet or exceed the Environmental Protection Agency's (EPA) Energy Star Rating for the South-Central zone of the US.
- Certification by the National Fenestration Rating Council (NFRC).

**Scottsdale HRER Window Policy
Contractors, Manufacturers, and Venders**

The following contractors, manufacturers, and vendors offer services and products that meet the required and desired HRER Window Policy criteria. The following list is not comprehensive and individuals are free to seek other products that meet the policy or choose any vendor. Please be aware that manufactures often change, add, or remove product lines and it is the responsibility of the homeowner to ensure that the product meets the HRER Window Policy guidelines. Listing on this document does not constitute an endorsement of the individual item or any entity that may repair, sell, or install windows.

Window Repairs

Company	Repair Types	Address	Phone	Email/contact
Casement Window Restorations LLC	Steel Casement Window Repair	502 W. Virginia Ave., Phoenix, AZ 85003	602-279-5797	cwrlc@cox.net
G & G Specialty Contractors	Steel Casement Window Repair	4633 S. 36th St., Phoenix, AZ 85040	480-921-4079	Scottg@ggspecialty.com
Tradeworks International	Steel Casement Window Repair	1038 N. Cactus St., Cottonwood, AZ 86326	928-300-8148	tim@tradeworksaz.com
Custom Historic Woodworks	Wood Window Repair	1236 W. 10th Pl., TEMPE, AZ 85281	480-203-7588	phoenixwoodworkers@yahoo.com
Krants Door & Windows	Wood Window Repair	2944 W. Northern Ave., Phoenix, AZ 85051	602-622-1813	krantsdoorandwindow@gmail.com
Stanton Advantage	Wood Window Repair	1122 W. Lynwood St., Phoenix, AZ 85007	602-462-5359	dstanton@basewest.com
Bjerre Glass Design	Leaded/Stained Glass Repair	10422 W Encanto Boulevard, Avondale, AZ 85392-4602	623-979-3766	
Amerizona Products	Window Film	420 N 15th Ave, Phoenix, AZ 85007	602-277-8468	www.amerizonaproducts.com/contact/
Intellifilm	Window Film	5948 W. Chandler Blvd., Chandler, AZ 85226		

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Replacement Window Providers

Manufacturer	Window Type	Model	Vendor	Address	Phone	Email/contact
Hope's Steel & Bronze Windows		steel casement windows	Duane Tuhy (Sales Rep) Southern Architectural Sales	18015 W. Royal Palm Rd., Waddell, AZ 85355	623-535-4070	www.hopeswindows.com/hopes.shtml
Continental Steel West	Continental Steel	steel casement windows		3101 E 46th St., Tucson, AZ 85713	520-792-0151	
A & S Window Associates	A & S Windows	steel casement windows			718-275-7900	www.aswindowassociates.com/
Pella Windows	Simulated And True Divided Lite	Architect Series (wood)	Lowes	7950 E. McDowell Rd., Scottsdale, AZ 85257	480-874-8120	www.lowes.com/
		fiberglass and vinyl	Arcadia Window and Door	6425 E. Thomas Rd., Scottsdale, AZ 85251	480-656-4600	http://www.arcadiawd.com/
			Pankow Construction	3620 E. Campbell Ave., Phoenix, AZ 85018	602-595-0799	www.pankowconstruction.com/
			Pella Window and Door Showroom of Scottsdale	15507 N. Scottsdale Rd., Ste. 120, Scottsdale, AZ, 85254	480-998-8023	http://www.pella.com/
Jeld-Wen	Simulated Divided Lite (SDL) and Grille Between Glass (GBG)	Auralast wood and vinyl	Lowes	7950 E. McDowell Rd., Scottsdale, AZ, 85257	480-874-8120	www.lowes.com/
			Home Depot	9170 E. Indian Bend Rd., Scottsdale, AZ 85250	480-951-8211	www.homedepot.com/
Kolbe Windows & Doors	Performance Divided Lites (PDI) & True Divided Lites	Heritage Series wood windows	Sienna Custom Window & Door	7329 E. Greenway Rd. Ste. A, Scottsdale, AZ 85260	480-991-5252	siennacustom.com
		vinyl	Roadrunner Glass Co.	3033 W. Thomas Rd., Phoenix, AZ 85017	602-269-2543	www.roadrunnerglassco.com/
			Fenestra Window and Door	2622 N. Ogden Road, Mesa, AZ	480-836-1308	www.fenestrawindows.com/

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Simonton Windows & Doors	Colonial and Diamond Divided Lites	wood, bronze, vinyl	Home Depot	85215 9170 E. Indian Bend Rd., Scottsdale, AZ 85250	480-951-8211	www.homedepot.com/
Milgard Windows	Essence (wood), Ultra (Fiberglass), Tuscany (vinyl), Montecito (vinyl)	wood, fiberglass, vinyl	Freelite, Inc.	331 W. McDowell Rd., Phoenix, AZ, 85003	602-223-1981	www.freeliteaz.com/
			Illumination Window and Door Company	9332 N. 95th Way Ste. B-102 Scottsdale, AZ 85258	480-588-4718	www.illuminationco.com/
Cascade Windows		vinyl	K & J Windows	2031 W. Glendale Ave., Phoenix, AZ 85021	602-942-0954	www.kjwindows.com/

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Historic Preservation Exterior Rehabilitation Program Agreement

ATTACHMENT #3

ATTACHMENT #3

WHEN RECORDED RETURN TO:
City of Scottsdale
One Stop Shop/Records

7447 E. Indian School Road, Suite 100
Scottsdale, AZ 85251

EXEMPT UNDER A.R.S. 11-1134 (A) (2)

HISTORIC PRESERVATION
EXTERIOR REHABILITATION PROGRAM AGREEMENT

THIS EXTERIOR REHABILITATION PROGRAM AGREEMENT (the "Program Agreement") is made as of the ___ day of _____, 2021 by and between the City of Scottsdale, a municipal corporation organized and existing under the laws of the State of Arizona (the "City") and Samuel Duane Melvin and Janet L. James-Melvin (the "Property Owner"), whose principal address is _____, Scottsdale, Arizona _____.

RECITALS

A. The City has determined that it wishes to make available for the purpose of purchasing conservation easements from the owners of certain property designated on the Scottsdale Historic Register (the "SHR") who agree to maintain such property in accordance with agreed upon specifications (the "Program").

B. The Property Owner, who is the owner of property described hereto on Exhibit "A" (the Property) on which there exists a residential structure (the "Structure"), which Property is located at _____, Scottsdale, Arizona, which is or will be listed on the SHR, submitted an application under the Program to sell a conservation easement on the exterior surfaces or facades of the Structure to the City.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants contained herein, the City and the Property Owner hereby agrees as follows:

1. Purchase Price. The Property Owner hereby offers to sell, and the City agrees to purchase, a Conservation Easement in the form attached hereto as Exhibit "B" for the amount not to exceed \$7,500.00 (the "Purchase Price") provided that the Property Owner enters into and complies with the terms and conditions of this Program Agreement.
2. Scope of Work. The Property Owner agrees to carry out or cause to be carried out the exterior rehabilitation work (the "Scope of Work") on the Structure as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.
3. Agreement, Acknowledgment and Representation by Property Owner. The Property Owner hereby agrees with, and acknowledges and represents to, the City that:
 - 3.1. Review of Documents. The Property Owner (a) has read this Program Agreement, including all Exhibits hereto, (b) fully understands the terms and conditions of this Agreement set forth herein, and (c) agrees to be bound by those terms and conditions.

ATTACHMENT #3

3.2. Failure to Comply. Any failure by the Property Owner to comply with the terms and conditions of the Purchase may terminate the Property Owner's right to be paid the Purchase Price.

3.3. No Liability. The City shall be in no manner liable to the Property Owner for any and all monies expended by the Property Owner in connection with the Program, whether or not the Property Owner is actually paid the Purchase Price.

4. Commencement of Work. The Property Owner shall commence, or cause to be commenced, the construction of improvements and other repairs of the Structure as set forth in the Scope of Work within ninety (90) days of the date of this Program Agreement. For the purposes of this Agreement, Commencement is defined as the date of issuance of a Certificate of No Effect or Appropriateness as set forth herein ("Commencement of Work").

5. Conditions Precedent to Disbursement of Purchase Price. Subject to Sections 6 and 8 hereof, the Purchase Price shall be disbursed to the Property Owner upon satisfaction of the following conditions precedent:

5.1. Conservation Easement. The City, or its designee, shall receive a duly acknowledged irrevocable Conservation Easement executed by the Property Owner. The City shall hold the Easement until the work described in the Scope of Work has been satisfactorily completed. After completion, the City shall record the Easement in the Maricopa County Recorder's Office. The Easement will (a) provide the City with an enforceable easement consistent with Arizona's Uniform Conservation Act, A.R.S. § 33-271 through 276, inclusive, as and if amended, (b) impose various limitations and obligations upon the Property Owner to preserve the historical, architectural and archaeological aspects of the Structure, and (c) otherwise be in such form and with such content as required by the City in its sole discretion.

5.2. Title Report. The City, or its designee, shall have received a current title report (the "Title Report") issued by a title insurance company acceptable to the City, or its designee, in its sole discretion, which reflects that the Property Owner holds fee simple title to the Property, and is otherwise in such form and with such content as the City, or its designee, shall reasonably require.

5.3. Liens or Encumbrances. The City, or its designee, shall have received complete copies of any and all documents evidencing any and all liens or encumbrances against the Property reflected on the Title Report.

5.4. Confirmation of Persons With Interest In Property. The City, or its designee, shall have received written confirmation, in recordable form, from the holder of any lien, encumbrance, or other property interest (the "Holder"), which confirmation shall permit the conveyance of the Easement, shall acknowledge that the Easement shall run with the Property, and shall contain such other terms as the City may reasonably require.

5.5. Insurance Certificate. The City, or its designee, shall have received a certificate of insurance that certifies that the subject Structure is insured as required by the Easement and is otherwise in such form and with such content as the City, or its designee, may reasonably require.

5.6. Historic Property Designation. The Property and the Structure shall have been zoned "HP" and listed on the SHR.

5.7. Certificate of Appropriateness or No Effect. The City, or its designee, shall have received a certificate of appropriateness or no effect issued by the Historic Preservation Office of the City stating that the Project is compatible with the historic character of the subject property and, therefore: (a) may be completed as specified in the certificate; (b) any building permits or other construction code permits needed to do the work in the specified certificate may be issued by the City's

Building Safety Branch; and (c) any other permits required by other City ordinances, such as grading and drainage, may be issued.

5.8. Building Permit. If required by the nature of the exterior rehabilitation of the Structure as determined by the City in its sole discretion, the City, or its designee, shall have received a copy of the building permit issued by the City for the Project which is in such form and with such content as the City, or its designee, may reasonably require.

5.9. Other Documents or Requirements. The City, or its designee, shall have received such other and further documents or other information as may be required by the City, or its designee, in its sole discretion.

5.10. Completion Deadline. The Project shall have been satisfactorily completed in accordance with the City's program guidelines and design standards, as determined by the City or its designee, on or before one (1) year after the Commencement of Work, unless an extension is granted by the City (the "Completion Deadline").

6. Disbursement. The City will pay the Property Owner the Purchase Price after the City's inspection of the Property establishes that the Scope of Work has been satisfactorily completed and the Property Owner has performed all other obligations under this Program Agreement.

7. Non-Compliance of and Right to Cure. In the event the Property Owner completes the Project on or before the Completion Deadline but the City determines that the Project or a portion thereof has not been completed in accordance with the City's program guidelines and design standards the Property Owner shall have the following right to cure (provided the Property Owner shall have satisfied all conditions precedent set forth in Section 5, except 5.10).

7.1. Improvements Unacceptable. In the event the City or its designee does not approve all repairs and improvements completed in connection with the Project, the City or its designee shall notify the Property Owner in writing ("City Notice I") of the reasons the Project in whole or in part is unacceptable. In the event a portion of the Project, which is, as determined in the sole discretion of the City or its designee, sufficient to justify payment of a portion of the Purchase Price, is approved, the City Notice I will advise the Property Owner as to the portion of the Purchase Price to which the Property Owner is currently entitled.

7.2. Cure Period. Upon receipt of the City's Notice I, the Property Owner shall have up to fifteen (15) days to notify the City or its designee in writing that the Property Owner intends to cure the defects detailed in City Notice I, and in such case, the Property Owner shall have sixty (60) days from the date the Property Owner received the City Notice I to cure such defects (the "Cure Period").

7.3. Failure to Cure. In the event the Property Owner fails to respond to City Notice I within fifteen (15) days or otherwise notifies the City that the Property Owner does not elect to cure the defects, the City shall disburse to the Property Owner that portion of the Purchase Price, if any, approved in City Notice I and the Property Owner's right to receive any other monies under the Program shall terminate.

7.4. Cure Effected. In the event the Property Owner elects to cure the defects, the City, or its designee, shall inspect the subject repairs and improvements within fifteen (15) days after the lapse of the Cure Period. If those repairs and improvements have been satisfactorily completed in the sole discretion of the City or its designee, the City will pay the Purchase Price to the Property Owner within thirty (30) days of approving the work performed. In the event the City, or its designee, in its sole discretion shall determine that the repairs and improvements have not been completed as required by the City Notice I, the City shall notify the Property Owner in writing ("City Notice II") which describes the reason the repairs and improvements, in whole or in part, were unacceptable. In the event a portion of the subject repairs and improvements have been approved which is sufficient, as determined in the sole

discretion of the City or its designee, to justify a partial payment of the Purchase Price, the City or its designee will notify the Property Owner of such partial payment in City Notice II and will pay that portion of the Purchase Price to the Property Owner within thirty (30) days of the date of City Notice II. The Property Owner shall not have any right to any portion of the Purchase Price that is not approved for disbursement. The determination of the City or its designee as to whether the defects described in the City Notice I have been cured shall be final.

8. Termination of the Award. In the event the Property Owner fails to satisfy the conditions precedent set forth in Section 5 hereof (including satisfactorily curing any defect in the Project in accordance with Subsection 7.4 hereof) within one (1) year following the Commencement of Work as defined in Section 4, the Property Owner's right to be paid the Purchase Price or any portion thereof shall automatically terminate.

9. Non-Transferable. The rights granted to the Property Owner herein are non-transferable and may not be transferred or assigned. Any attempted transfer or assignment shall automatically be deemed to be null and void.

10. Notices. All notices required or permitted under this Program Agreement and the Easement shall be deemed given upon personal delivery by hand to the authorized representatives of either the Property Owner or the City or three (3) days after being sent by certified mail, return receipt requested, postage prepaid, addressed to the respective party at its address below:

If to the City:

City of Scottsdale
Historic Preservation Officer
Development Services Department
7447 East Indian School Road, Suite 105
Scottsdale, AZ 85251

If to the Property Owner:

Each party may change its or his/her address as set forth herein by notice to such effect directed to the other party.

11. Miscellaneous.

11.1. Amendments and Supplements. This Program Agreement may not be amended, modified or supplemented in any manner except by a written agreement executed by both the City and the Property Owner.

11.2. Severability. In the event any provision of this Program Agreement is deemed to be illegal, invalid or unenforceable by a court of competent jurisdiction, such provisions shall not affect the remainder thereof.

11.3. Standard of Approval. Where within this Program Agreement the approval of the City or its designee is required or permitted, the City or its designee may grant or withhold its approval or its consent in its sole, absolute and uncontrolled discretion.

11.4. Waiver. The waiver by the City, or its designee, of any failure by the Property Owner to comply with any of the terms and conditions of this Program Agreement must be in writing and in any event shall not be deemed to be a waiver of any subsequent failure of the Property Owner to comply with the terms or conditions of this Program Agreement.

11.5. Time of the Essence. Time is of the essence in the performance of each and every term and condition of this Program Agreement by the parties hereto.

11.6. Governing Law. This Program Agreement, its construction, validity and effect, shall be governed and construed by and in accordance with the laws of the State of Arizona.

11.7. Cancellation. This Program Agreement is subject to cancellation pursuant to A.R.S. § 38-511, as and if amended.

DRAFT

IN WITNESS WHEREOF, the Property Owner and the City have executed this Program Agreement on the date first above written.

CITY OF SCOTTSDALE,
an Arizona municipal corporation,

By: _____
Historic Preservation Officer

"PROPERTY OWNER"

By: _____

By: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,

20__ by _____.

Notary Public

My Commission Expires:

WHEN RECORDED RETURN TO:
City of Scottsdale
One Stop Shop/Records

7447 E. Indian School Road, Suite 100
Scottsdale, AZ 85251

EXEMPT UNDER A.R.S. 11-1134 (A) (2)

EXHIBIT "A"

Legal Description

EXHIBIT "C"

The following items establish the Scope of Work to be accomplished under this Agreement. These same items pertain to the Certificate of No Effect/Appropriateness issued by the Historic Preservation Office for all work performed under this program. It is the responsibility of the property owner or the contractor to obtain any Building Permits that may be required for the Scope of Work items by the Development Services Department. Building permit fees must be paid by the property owner.

SCOPE OF WORK

Scottsdale, Arizona

EXHIBIT "C"

The following items establish the Scope of Work to be accomplished under this Agreement. These same items pertain to the Certificate of No Effect/Appropriateness issued by the Historic Preservation Office for all work performed under this program. It is the responsibility of the property owner or the contractor to obtain any Building Permits that may be required for the Scope of Work items by the Development Services Department. Building permit fees must be paid by the property owner.

SCOPE OF WORK

_____ Road
Scottsdale, Arizona _____

Window Rehabilitation Project

1. Remove existing window materials and replace with new materials as follows:
 - a. Remove and haul away existing windows.
 - b. Install nine new windows.
2. All windows that are visible from the street shall have exterior muntins (grids) that are either true or simulated through-the-glass muntins with the same pattern as the original windows.

Sample

WHEN RECORDED RETURN TO:

City of Scottsdale
One Stop Shop/Records

7447 E. Indian School Road, Suite 100
Scottsdale, AZ 85251

EXEMPT UNDER A.R.S. 11-1134 (A) (2)

DEED OF CONSERVATION EASEMENT **EXHIBIT "B"**

THIS DEED OF CONSERVATION EASEMENT (the "Easement") is made as of the _____ day of _____ 20__, by and between _____, the Property Owner, who is the occupant of the property described herein (the "Property Owner"), whose principal address is _____, Scottsdale, Arizona 85____ and the City of Scottsdale, a municipal corporation organized and existing under the laws of the State of Arizona (the "City").

RECITALS

A. The City is authorized under Arizona's Uniform Conservation Act, Arizona Revised Statutes, Sections 33-271 through 276, inclusive (collectively, as and if amended, the "Act") to accept easements to protect property significant in Arizona history and culture for the education of the general public.

B. The City is a municipal corporation whose responsibilities include the protection of the public interest in preserving architecturally significant structures within the City of Scottsdale.

C. The Property Owner is the owner in fee simple, and occupant, of that certain property located at _____, Scottsdale, Maricopa County, Arizona, which is more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"), including all improvements, fixtures and buildings thereon (the "Structures"). (Any reference to the "Property" hereinafter shall be deemed to include each of the "Structures".)

D. The Property is listed on the Scottsdale Historic Register; and the Property Owner and the City recognize the historical or architectural value and significance of the Property and have the common purpose of conserving and preserving the aforesaid value and significance of the Property.

E. On _____, 20__, the Property Owner executed an Exterior Rehabilitation Program Agreement (the "Program Agreement"), wherein the Property Owner has agreed to sell to the City an Easement on the Property to maintain an unobstructed view of the exterior surfaces of each of the Structures (collectively, the "Facades"), including all fences, walls, or fixtures on the Property, and to maintain the Facades in the condition described herein.

F. In order to effectuate the obligations of the Property Owner under the Program Agreement, the Property Owner desires to sell, grant, convey, transfer and assign to the City and the City, pursuant to the Act, desires to accept an Easement on the Property.

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AGREEMENT

NOW, THEREFORE, in consideration of the City's payment to the Property Owner of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the City and the Property Owner agree as follows:

1. Grant of Easement: The Property Owner does hereby irrevocably grant, convey, transfer and assign unto the City an Easement, as provided for under the Act, in gross for a term from the date hereof and through and including ten (10) years (the "Term"), to preserve an unobstructed view of the Facades, and to perform the covenants contained herein, which Easement shall contribute to the public purpose of conserving and preserving the Facades and accomplishing the other objectives set forth herein. Without limitation, the Property Owner shall not allow or suffer to exist upon the Property any obstructions to views of the Facades from properties adjacent to the Property except such as may exist at the time of the creation of this Easement. This document runs with the land in favor of the City's successors and assigns.

2. Property Owner's Covenants: In furtherance of the Easement herein granted, the Property Owner hereby covenants and agrees with the City as follows:

2.1 Documentation of the Exterior Condition of the Facades. For the purpose of this Easement, the owner or his designee has depicted the exterior Facades in an original set of photographs dated thirty (30) days prior to the date of the execution of this Easement (collectively, the "Photographs") and filed in the office of the City of Scottsdale Preservation Division, or designated successor. The exterior condition and appearance of the Facades as depicted in the Photographs is deemed to describe their external nature as of the date hereof.

2.2 Maintenance of the Facades. The Property Owner will, at all times, maintain each of the Structures and their respective Facades in a good and sound state of repair in accordance with the City's existing guidelines for the historic district in which the Property is located (the "Standards") so as to prevent the deterioration of the Facades or any portion thereof; to prevent visual obstruction of the Facades from public viewpoints such as adjacent streets; and prevent the intrusion of new improvements, walls, fences, statues, landscaping or fixtures which substantially modify the public view of the Property and its associated streetscape and open space, and are deemed to be not in accordance with the Standards delineated above. The Property Owner will request and obtain advance approval from the City Preservation Division prior to implementing any physical changes to Structures or Facades on the Property, or which would materially alter the view of the Facades from public viewpoints. This provision does not apply to routine maintenance, landscaping other than hardscape improvements, or installation of sprinkler systems. Subject to the casualty provisions of Paragraph 4 below, this obligation to maintain shall require replacement, repair and reconstruction according to the Standards within a reasonable time whenever necessary to have the external nature of the Structure at all times appear to be the same as shown in the Photographs.

2.3 Maintenance of the Structural Elements. The Property Owner will maintain and repair each of the Structures as is required to ensure the structural soundness and the safety of the Structures and the Facades.

2.4 Inspection. In order to periodically observe the Structures and Facades, representatives of the City shall have the right to enter the Property to inspect the exterior Facade. This inspection will be made at a time mutually agreed upon between the Property Owner and the City, or, if

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no time is mutually agreed upon, at any time during normal business hours after not less than forty-eight hours notice to the Property Owner by the City.

2.5 Conveyance and Assignment. The City may convey, transfer and assign this Easement to a similar local, state or national organization whose purposes, inter alia, are to promote historic preservation, and which is a "qualified organization" under Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, provided that any conveyance or assignment requires that the conservation purposes for which this Easement was granted will continue to be carried out.

2.6 Insurance. The Property Owner, at their sole cost and expense, shall at all times (a) keep the Structures insured at their replacement cost value on an "all risk" basis to ensure complete restoration of the Facades in the event of loss or physical damage. Said property coverage policy shall contain provisions which ensure that the face amount of the policy is periodically adjusted for inflation, and the Property Owner shall provide a Lienholder and Additional Insured copy of Insurance to the City evidencing such insurance, including an endorsement naming the City as a loss payee; and (b) carry and maintain liability insurance in an amount satisfactory to the City to protect against injury to visitors or other persons on the property, and to provide a Lienholder and Additional Insured copy of Insurance to the City evidencing such insurance, and naming the City as an additional insured on the policy.

2.7 Visual Access. The Property Owner agrees not to substantially obstruct the opportunity of the general public to view the exterior architectural and archaeological features of the Property from adjacent publicly accessible areas such as public streets and sidewalks. The Property Owner shall obtain advance approval from the City Preservation Division for any proposed changes to the Property that would obstruct or modify the general public view of the exterior architectural or archeological features of the Property from adjacent publicly accessible areas. If the Structures are not visible from a public area, then the Property Owner agrees that the general public shall be given the opportunity on a periodic basis to view the characteristics and features of the Facades that are preserved by this Easement to the extent consistent with the nature and conditions of the Property.

3. Warranties and Representations of the Property Owner. The Property Owner hereby represents, covenants and warrants to the City as follows:

3.1 Information Furnished, True and Correct. All information given to the City by the Property Owner in order to induce the City to accept this Easement, including all information contained in this Easement, is true, correct and complete.

3.2 Legal, Valid and Binding. The Property Owner is lawfully seized and possessed of the Property, has a good and lawful right to make the conveyance described herein, and this Easement is in all respects, legal, valid and binding upon the Property Owner and enforceable in accordance with its terms, and grants to the City a direct, valid and enforceable conservation easement. The person executing this document on behalf of a corporation, trust or other organization warrants his or her authority to do so and that all persons necessary to bind the Property Owner have joined in this document. The City shall have quiet title and possession against the claims of all persons.

3.3 No Impairment of Easement. The Property Owner, for himself, his heirs, personal representatives, and assigns, has not reserved, and to his knowledge, no other person or entity has reserved, any rights, the exercise of which may impair the Easement granted herein.

4. Application of Insurance Proceeds. Subject to the insurance proceeds requirements of any recorded Deed of Trust or Mortgage applicable to the Property, in the event of damage or destruction of any of the Structures resulting from casualty, the Property Owner agrees to apply all

Sample

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available insurance proceeds and donations to the repair and reconstruction of each of the damaged Structures. In the event the City determines, in its sole and absolute discretion, after reviewing all bona fide cost estimates in light of all available insurance proceeds and other monies available for such repair and reconstruction, that the damage to the Structures is of such magnitude and extent that repair of the damage and reconstruction of the Structures would not be practical, then the Property Owner may elect not to repair or reconstruct the damaged Structures. In such event the Property Owner will pay to the City the amount the City paid to the Property Owner for this Easement as set forth in the Program Agreement. Notwithstanding the foregoing, in the event the City notifies the Property Owner in writing that the City has determined that repair and reconstruction of the damaged Structures is impossible or impractical and that the damaged Structures presents an imminent hazard to public safety, the Property Owner will at their sole cost and expense raze the damaged Structures and remove all debris, slabs, and any other portions and parts of the damaged Structures within the time period required by the City to protect the health, safety and welfare of the public, unless the Property Owner has commenced and is diligently pursuing repair or reconstruction of the damaged Structures. Upon razing of the damaged portion of the Structures, the City shall release any interest it has in the insurance proceeds. Nothing in this paragraph is intended to supersede or impair the rights to insurance proceeds of a lienholder pursuant to a recorded Deed of Trust of Mortgage applicable to the Property.

5. Indemnification. The Property Owner covenants that he shall pay, protect, indemnify, hold harmless and defend the City, its officers, employees, agents, independent contractors and elected officials, at the Property Owner's sole cost and expense from any and all liabilities, claims, costs, attorneys' fees, judgments or expenses asserted against the City, its its officers, employees, agents, independent contractors and elected officials, resulting from actions or claims of any nature arising out of the conveyance, possession, administration or exercise of rights under this Easement, except in such matters arising solely from the gross negligence of the City, or its officers, employees, agents, independent contractors or elected officials.

5.1 Survival of Indemnification. The obligations of the Property Owner under this indemnification shall continue beyond the term of this Easement for claims accruing for a period of two (2) years.

5.2 Explanation of Indemnification. For purposes of explanation of Paragraph 5 only, and without in any manner limiting the extent of the foregoing indemnification, the Property Owner and the City agree that the purpose of Paragraph 5 is to require the Property Owner to bear the expense of any claim made by any party against the City, which arises because the City has an interest in the Property as a result of this Easement, or because of any actions taken by the City pursuant to the Program Agreement or this Easement.

6. Default/Remedy. In the event (a) the Property Owner fails to perform any obligation of the Property Owner set forth herein or in the Program Agreement, or otherwise fails to comply with any stipulation or restriction set forth herein, or (b) any representation or warranty of the Property Owner set forth herein is determined by the City to have been untrue when made, in addition to any remedies now or hereafter provided by law and in equity, the City or its designee, following prior written notice to the Property Owner, may (aa) institute suit(s) to enjoin such violation by ex parte, temporary, preliminary or permanent injunction, including prohibitory and or mandatory injunctive relief, and to require the restoration of the Property to the condition and appearance required under this Easement, or (bb) enter upon the Property, correct any such violation, and hold the Property Owner responsible for the cost thereof, and such cost until repaid shall constitute a lien on the Property. In the event the Property Owner violates any of its obligations under this Easement, the Property Owner shall reimburse the City

Sample

Sample

for any and all costs and expenses incurred in connection therewith, including all court costs and attorneys' fees.

7. Waiver. The exercise by the City or its designee of any remedy hereunder shall not have the effect of waiving or limiting any other remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

8. Effect and Interpretation. The following provisions shall govern the effectiveness and duration of this Easement:

8.1 Interpretation. Any rule of strict construction designed to limit the breadth of restriction on alienation or use of property shall not apply in the construction or interpretation of this Easement, and this Easement shall be interpreted broadly to effect the transfer of rights and restrictions on use herein contained.

8.2 Invalidity of the Act. This Easement is made pursuant to the Act as the same now exists or may hereafter be amended, but the invalidity of such Act or any part thereof, or the passage of any subsequent amendment thereto, shall not affect the validity and enforceability of this Easement according to its terms, it being the intent of the parties hereto to agree and to bind themselves, their successors, heirs and assigns, as applicable, during the Term hereof, whether this Easement be enforceable by reason of any statute, common law or private agreement either in existence now or at any time subsequent thereto.

8.3 Violation of Law. Nothing contained herein shall be interpreted to authorize or permit the Property Owner to violate any ordinance or regulation relating to building materials, construction methods or use, and the Property Owner agrees to comply with all applicable laws, including, without limitation, all building codes, zoning laws and all other laws related to the maintenance and demolition of historic property. In the event of any conflict between any such laws and the terms hereof, the Property Owner promptly shall notify the City of such conflict and shall cooperate with City and the appropriate authorities to accommodate the purposes of both this Easement and such ordinance or regulation.

8.4 Amendments and Modifications. For purposes of furthering the preservation of the Facades, the Structures and the other Property and the other purposes of this Easement, and to meet changing conditions, the Property Owner and the City are free to amend jointly the terms of this Easement in writing without notice to any party; provided, however, that no such amendment shall limit the terms or interfere with the conservation purposes of this Easement. Such amendment shall become effective upon recording the same among the land records of Maricopa County, Arizona, in the office of the County Recorder.

8.5 No Third-Party Beneficiaries: It is not the intention of the parties hereto that any third party who is not an assignee of an interest of any of the parties will have the right to enforce or benefit from any of the provisions of this Easement or the Program Agreement.

8.6 Time of the Essence. Time is of the essence in the performance of each and every term and condition of this Easement by the Property Owner.

8.7 Feminine and Masculine. For purposes of this Easement, the feminine shall include the masculine and the masculine shall include the feminine.

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IN WITNESS WHEREOF, the Property Owner and the City executed this Easement on the date first above written, which Easement shall be effective immediately upon such execution.

"PROPERTY OWNER"

By: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by

Notary Public

My Commission Expires:

Sample

Historic Preservation Exterior Rehabilitation Checklist

Documents needed for HRER Program reimbursement funds

Deed of Conservation Easement:

Title Report: a current title report (the "Title Report") issued by a title insurance company acceptable to the City

Liens or Encumbrances: copies of any and all documents evidencing any and all liens or encumbrances against the Property reflected on the Title Report

Confirmation of Persons With Interest In Property: written confirmation, in recordable form, from the holder of any lien, encumbrance, or other property interest (the "Holder"), which confirmation shall permit the conveyance of the Easement, shall acknowledge that the Easement shall run with the Property

Lienholder and Additional Insured copy of Insurance: The Property Owner, at their sole cost and expense, shall at all times (a) keep the Structures insured at their replacement cost value on an "all risk" basis to ensure complete restoration of the Facades in the event of loss or physical damage. Said property coverage policy shall contain provisions which ensure that the face amount of the policy is periodically adjusted for inflation, and the Property Owner shall provide a Lienholder and Additional Insured copy of Insurance to the City evidencing such insurance, including an endorsement naming the City as a loss payee; and (b) carry and maintain liability insurance in an amount satisfactory to the City to protect against injury to visitors or other persons on the property, and to provide a Lienholder and Additional Insured copy of Insurance to the City evidencing such insurance, and naming the City as an additional insured on the policy.

Building Permit: a copy of the building permit issued by the City for the Project

Documentation of the Exterior Condition of the Facades: an original set of photographs dated thirty (30) days prior to the date of the execution of this Easement

Invoices: a copy of all paid invoices

IRS W-9 Form: available from the Internal Revenue Service, from the owner must submit a W-9 form to the City of Scottsdale before the reimbursement check will be mailed to a private individual

Commitment for Title Requirements

Requirements for Submitting Evidence of Title to the City of Scottsdale Planning Department



The City of Scottsdale planning department requires applicants for various zoning applications, building permits and other approvals to provide evidence of land ownership. Unless city staff directs otherwise, the required evidence shall be a title insurance commitment meeting the following requirements:

1. The applicant shall instruct the title insurance company to prepare a normal title insurance commitment.
2. The title commitment must cover the whole project site, just as if the city were a commercial real estate developer who was going to buy the whole site from whoever owns it today.
3. The title insurance commitment must be in the same form and have the same wording that the title insurer usually uses when a sophisticated real estate purchaser is buying land from a sophisticated seller. For example, it must not have any extra notes, disclaimers or other language that is not in a normal title insurance commitment for a straightforward land purchase.
4. The City of Scottsdale must be listed as the proposed insured.
5. The proposed insurance amount must be a reasonable estimate of the actual dollar value of the whole site. (The price for the most recent arms-length sale of the whole site is usually an acceptable amount.)
6. The Schedule B requirements must call for:
 - a. A deed from the current owner to the city.
 - b. Releases of all liens, as if the city were going to pay cash for the land and not assume any liens or take subject to any liens.
 - c. Termination of all leases. (Leases with 24 or fewer months remaining in their term may be listed in the Schedule B exceptions instead.)
 - d. Any other specific payments or specific document recordings that the title insurer would normally call for (such as payment of delinquent property taxes).
7. The Schedule B exceptions must show any other specific title matters that may exist.
8. Title companies sometimes state in their title commitments that they will update the title search before issuing a title insurance policy. That's o.k. if the language is clear that the update will only include new title documents that are recorded after the title commitment date. For example, it is o.k. to have wording that says: "Additional items may be added based on new documents recorded before closing." But there must not be vague wording such as this: "Check with title examiner for additional items before closing."
9. The title search date on the title commitment must be less than 30 days old.
10. Both "standard coverage" and "extended coverage" title commitments are acceptable. (The title information on an extended coverage commitment must be identical to the title information that would be on a standard coverage commitment. The only difference is that the Schedule B requirements for an "extended coverage" commitment will call for a survey and will allow the title company to add Schedule B exceptions or requirements for any problems the survey reveals.)
11. There is no need to open an escrow to make a routine dedication. The city will record the dedication directly without sending it through the title company. Often, the city will not actually buy the title insurance described in the commitment or require the applicant to buy it. But, if the city decides to do it (or require the applicant to do it), then the city or the applicant will follow up with the title insurer to pay the insurance premium and satisfy the Schedule B requirements so that the title insurer will issue the policy.
12. The applicant shall inform city staff in writing of any and all title changes that occur after the title commitment is issued.
13. The city reserves the right for city staff to require additional evidence of title, including but not limited to an extended title insurance policy in favor of the city.

Beneficiary Dedication Document

WHEN RECORDED RETURN TO:
City of Scottsdale
One Stop Shop/Records

7447 E. Indian School Road, Suite 100
Scottsdale, AZ 85251

Exempt from Affidavit of Value under A.R.S. §11-1134(a)(2,3) and (B)(2)

CONFIRMATION OF CONSERVATION EASEMENT

FOR ONE AND NO/100 DOLLAR (\$1.00) and other good and valuable consideration received Mortgage Electronic Registration Systems, Inc., solely as nominee for Quicken Loans, LLC (collectively "Beneficiary"), holder of a deed of trust, mortgage or other document recorded at document No. _____ - _____ of the public records of Maricopa County, Arizona, does hereby approve and confirm as to its interests the grant and conveyance to the City of Scottsdale, an Arizona municipal ("Grantee"), described in the Deed of Conservation Easement to which this Confirmation of New Dedication is attached.

Beneficiary hereby warrants and covenants to Grantee and its successors and assigns that Beneficiary is lawfully seized and possessed of its above-described interest in the Property; that Beneficiary has a good and lawful right to make the conveyance described herein; and that Grantee shall have title and quiet possession against the claims of all persons.

The person executing this document on behalf of a corporation, trust or other organization warrants his or her authority to do so and that all persons necessary to bind Beneficiary have joined in this document. This document runs with the land in favor of Grantee's successors and assigns.

DATED this _____ day of _____, 20____.

Beneficiary: _____

for Mortgage Electronic Registration
Systems, Inc., solely as nominee for
Quicken Loans, LLC

State of Arizona)
) ss.
County of Maricopa)

This document was acknowledged before me this _____ day of _____, 20____, by
_____ for and on behalf of _____.

NOTARY PUBLIC

My commission expires:

Example of Evidence of Insurance



INSURANCE

American National Center
1949 East Sunshine St.
Springfield, MO 65899-0001
417-887-0220 Fax 417-887-1801
AmericanNational.com

This field issue Binder replaces all prior declarations, if any, and with policy provisions and any endorsements issued to form a part thereof completes this: Homeowners Policy

**NOTE: Coverage under this binder will end 30 days from this effective date.
If this binder expires and you do not have a policy, contact your agent.**

CHANGE EFFECTIVE DATE: 09/01/2021

EFFECTIVE DATE: 01/01/2021

EXPIRATION DATE: 01/01/2022

POLICY NUMBER: 02HV006950

NAMED INSURED AND P.O. ADDRESS

James Lenzo
4821 N 74th Pl
Scottsdale, AZ 85251

Date Printed: 09/01/2021

Premium to be paid by
Agent: Mark Woods

Office: (480) 607-7775
Email: Mark.Woods@american-national.com

DESCRIPTION OF INSURED PROPERTY

THE DESCRIBED PREMISES COVERED HEREUNDER IS LOCATED AT THE ADDRESS SHOWN ABOVE.

RATING INFORMATION, COVERAGES, PREMIUMS, AND LIMITS OF LIABILITY

(Insurance is provided only with respect to those of the following coverages which are indicated by a specific limit of liability and/or premium applicable thereto)

Section I - Deductible \$5,000 All Peril	LIMITS
COVERAGE A - DWELLING	\$141,000
COVERAGE B - OTHER STRUCTURES	\$14,100
COVERAGE C - PERSONAL PROPERTY	\$105,750
COVERAGE D - LOSS OF USE	\$35,250

SECTION II

COVERAGE E - PERSONAL LIABILITY	\$500,000
COVERAGE F - MEDICAL PAYMENTS TO OTHERS	\$5,000

RATING INFORMATION

CONSTRUCTION	PROTECTION	ZONE	BUILT IN	FIRE DEPT
Brick	02	009	1961	Scottsdale

LIENHOLDER(S)/MORTGAGEE(S)

MIDFIRST BANK Loan #: 253988
Equity Insurance Processing
PO BOX 268879
OKLAHOMA CITY, OK 73126-0000



City of Scottsdale
ADDL INSURED/INTR. PARTY
Development Services
7447 E. Indian School Road
Scottsdale, AZ 85251

SUBJECT TO THE FOLLOWING FORMS AND ENDORSEMENTS

SH9041: Additional Insured
SH92764: Home Systems and Service Line

SH92565: Identity Theft Protection

TOTAL PREMIUMS

BASIC
\$293

TOTAL
\$293.00

Mark A. Wood
Agent

100

I understand that this policy does not cover earthquake losses including losses from land shock waves or earthquake or tremors before, during, or after a volcanic eruption, and no endorsement to add such coverage is available through American National Property And Casualty Company or American National General Insurance Company.

This policy does not cover flood losses. Flood Insurance Coverage is available from the National Flood Insurance Program. Ask your agent to assist in obtaining Flood Insurance.

AMERICAN NATIONAL PROPERTY AND CASUALTY CO

POLICY NUMBER

02-H-V00-695-0

POLICY TERM

01-01-2021 to 01-01-2022

AND SUBSEQUENT RENEWALS
AT 12:01 A.M. (STD)

THIS AMENDED DECLARATION

REPLACES ALL PRIOR DECLARATIONS, IF ANY, AND WITH POLICY PROVISIONS
AND ANY ENDORSEMENTS ISSUED TO FORM A PART THEREOF COMPLETES THIS
HOMEOWNERS POLICY

EASY PAY: 0473624

CHANGE EFFECTIVE 09-01-2021 REQUESTOR: AGENT
CHANGE TYPE: ENDR/MTG

1949 E. SUNSHINE
SPRINGFIELD, MISSOURI 65899-0001
(417) 887-0220

NAMED INSURED AND P.O. ADDRESS

LENZO, JAMES
4821 N 74TH PL
SCOTTSDALE AZ 85251-1539

LIENHOLDER/MORTGAGEE

MIDFIRST BANK
ATTN: Equity Insurance Processing
PO BOX 268879
OKLAHOMA CITY OK 73126

PREMIUM TO BE PAID BY
YOUR EASYPAY ACCOUNT

AGENT
FOR CUSTOMER SERVICE, CALL PH #480-607-7775
MARK WOODS B0504-T 1-1KS

DESCRIPTION OF INSURED PROPERTY

4821 N 74TH PL SCOTTSDALE AZ 85251-1539

Primary Dwelling Roof Year: 1998

RATING INFORMATION, COVERAGES, PREMIUMS, AND LIMITS OF LIABILITY

INSURANCE IS PROVIDED ONLY WITH RESPECT TO THOSE OF THE FOLLOWING COVERAGES WHICH ARE INDICATED BY A SPECIFIC LIMIT OF LIABILITY AND/OR PREMIUM APPLICABLE THERE TO.

SECTION	COVERAGES	DEDUCTIBLE	LIMITS
I	\$5,000 All Peril		
	COVERAGE A - DWELLING		\$141,000
	COVERAGE B - OTHER STRUCTURES		\$14,100
	COVERAGE C - PERSONAL PROPERTY		\$105,750
	COVERAGE D - LOSS OF USE		\$35,250
	SUBJECT TO MONTHLY MAXIMUM OF \$2,820		
II	COVERAGE E - PERSONAL LIABILITY	(EACH OCCURRENCE)	\$500,000
	COVERAGE F - MEDICAL PAYMENTS TO OTHERS	(EACH PERSON)	\$5,000

RATING INFORMATION

CONSTRUCTION: BRICK PROTECTION: 02 ZONE: 09
1 FAMILY DWELLING, BUILT IN 1961. FIRE DIST: SCOTTSDALE
DISCOUNTS: DEDUCTIBLE CREDIT

LIENHOLDER(S)/MORTGAGEE(S)

1ST MIDFIRST BANK
PO BOX 268879
OKLAHOMA CITY OK 73126

2ND CITY OF SCOTTSDALE
ADDL INSURED/INTR. PARTY
7447 E. INDIAN SCHOOL ROAD
SCOTTSDALE AZ 85251

LOAN NUMBER - 253988

SUBJECT TO THE FOLLOWING FORMS AND ENDORSEMENTS

SH3.02 12-18 # SH9041 04-12 SH91100 01-20
SH92565 05-15 SH92764 08-18

TOTAL

TOTAL PREMIUMS \$293.00

MARK WOODS

AUTHORIZED REPRESENTATIVE

DATE PRINTED 09-01-2021

Q9D-01-02

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

INSURED

00005 65899217 000038 000075 00040009

SM-126 (12-92)

COMPANY CONTACT INFORMATION OR TO REPORT A CLAIM

Your American National Agent:

MARK WOODS
7845 E EVANS RD STE D
SCOTTSDALE, AZ 85260-6929
480-607-7775

Your local agent is your primary contact for most matters involving this policy including coverage or service questions. However, if you are reporting a loss, have an open claim, or need help with an Identity Guard® service, you may prefer to call one of the call centers listed below. All losses should be reported to our 24-hour claims reporting line.

24-HOUR CLAIMS REPORTING

American National Claims Service Center – Report Property Damage, Accidents, or Identity Theft

1-800-333-2860 (Toll-Free)

Not sure? It's best to report an event right away if it could result in a claim. Our claims team can get the process started and provide helpful information – even if you ultimately decide not to pursue the claim. Identity theft or suspicious credit activity should be reported to Claims Services.

Should you need to report a claim, please be prepared to provide the following information:

- 1) **Date and time of loss.**
- 2) **Facts about the occurrence.**
- 3) **Location of the loss if not at the residence premises.**
- 4) **Name, address, and phone numbers for any injured parties.**
- 5) **If applicable, the name of law enforcement agency or fire department, and any related incident or report number.**

As a policyholder, you are required to protect your property from further damage, make reasonable and necessary temporary repairs, and keep an accurate record of repair expenses.

Identity Theft Protection Services from Identity Guard®

Identity Guard® Call Center – Question Alerts, Account Access, Lost Wallet Assistance, and Credit Education

1-800-695-7129 (Toll-Free)

Identity Guard services are provided as an enhancement to your homeowners policy. The Identity Guard Call Center can answer questions about Identity Guard benefits or alerts including credit updates, help you login or access your account, or help you prevent ID theft if you have lost your wallet. Your homeowners policy must be in force for coverage or services to apply. Set up or access your Identity Guard accounts online at: www.identityguard.com/an.

Contact Us or Find a Local Agent Online: 417-887-0220 or www.ANPAC.com

Log in under "Client Services." You may make a payment, report a claim or print ID cards online.

Identity Guard® services are exclusively provided by Intersections Inc. Intersections is a federally registered trademark of Intersections Inc., and is used with permission.



Identity Theft Protection

American National automatically provides Identity Theft Protection benefits through Identity Guard® with your American National Homeowners, Tenants or Condominium policy.

AUTOMATIC BENEFITS

REPORT ID THEFT

Identity theft, suspicious credit activity, or other claims should be reported to claims services:

1-800-333-2860

24-hour claims reporting

ACTIVATE BENEFITS

Use the policy number at the top of this document to create your **ONLINE PROFILE** and activate additional benefits at www.identityguard.com/an.

You may enroll on or after the date your renewal becomes effective.

You will NOT incur additional charges by creating a profile or by activating the additional benefits shown here.

IDENTITY GUARD®

For help activating online benefits, login assistance, questions about alerts, or other proactive benefits, call:

1-800-695-7129

8 a.m. - 11 p.m. EST Mon - Fri
9 a.m. - 6 p.m. EST Saturday

1. **\$50,000 - Household Identity Theft Coverage with No Deductible**
Reimburses costs from covered identity theft for any person in your household: paperwork and legal expenses, lost wages, dependent care, and other costs related to recovering your identity. *\$50,000 is a total limit for this coverage. Limitations apply to certain coverage features.*
2. **Victim Recovery Services**
Identity-theft and credit-education specialists will help you recover if anyone in your household believes his or her personal identity or credit has been compromised. *You must ALSO report a claim if you have reimbursable expenses for a covered identity theft.*
3. **Lost Wallet Protection from Identity Guard®**
Helps quickly locate vital credit and identity information, prevents further compromise of your accounts, and monitors your credit for six months if your cards are reported lost or stolen. Activating your **ONLINE PROFILE** expedites this process. *Theft should also be reported to claims.*

ACTIVATE ADDITIONAL BENEFITS BELOW WITH YOUR ONLINE PROFILE.

4. **Black Market Internet Monitoring with Alerts from Identity Guard®**
Scans for evidence of your credit card, bank account or Social Security numbers being exposed to online trafficking.
5. **Identity Monitoring and Credit Application Alerts from Identity Guard®**
Promptly notifies you if someone uses your name or Social Security number to apply for credit with major creditors, lenders, utilities, wireless providers and retailers. Applications can be detected even with a false name or address.
6. **Access to Identity Guard® for Kids**
Provides ID Footprint report and monitors the use of your child's Social Security number on the internet.
7. **Other Online Resources from Identity Guard®**
Help take steps to protect against identity theft by reducing your junk mail and keeping your passwords more secure.

Although not shown here, credit monitoring services, including credit score analysis and quarterly reports, are available for an additional charge. If you do not currently have these services, please contact your agent for information.

This notice contains only a general description of coverage and is not a statement of contract. All coverages are subject to the insuring agreements, exclusions and conditions of the policy, and applicable endorsements. Services are provided in conjunction with Intersections Inc. Identity Guard a federally registered trademark of Intersections Inc., and is used with permission. Intersections, Inc. does not provide insurance for American National.

AMERICAN NATIONAL CENTER • 1949 EAST SUNSHINE • SPRINGFIELD, MISSOURI 65899-0001



Liability Exposures Declarations Page - A

(Refer to Declarations Page 1 for Limit of Liability)

The following is our record of information you have provided about your liability exposures. Please review this information and notify your agent if any of this information is inaccurate or changes.

DOG AND EQUINE ANIMAL LIABILITY EXPOSURES:

DOGS - No

EQUINE - No

Your policy will be reduced to a maximum of \$10,000 limit on liability coverage for dogs and equine animals that are not listed on this page. Please refer to Section II - Exclusions in your policy for all animal exclusions.

PERSONAL LIABILITY EXPOSURES:

TRAMPOLINE - No

SKATEBOARD RAMP - No

SWIMMING POOL - No

SILOS - No

BUSINESS ON PREMISES - No

NUMBER OF CHILDREN FOR DAY CARE - No

ADULT DAY CARE - No

INCIDENTAL FARMING (LESS THAN \$2,000 ANNUAL GROSS RECEIPTS, AND 4 OR FEWER LARGE LIVESTOCK) - No

GENERATING POWER ON PREMISES - No



00005 6589217 000041 000081 00070008

UTILITY SYSTEMS, ROOF AND PROTECTIVE DEVICE RATING EXPLANATION

Rating adjustments are determined from various risk characteristics specific to your dwelling.

If you have completely updated your heating or air-conditioning system, replaced your roof, have a roof composed of loss preventive materials, or have a home protective device, then your dwelling is less likely to experience a loss. We want to reward clients who take such loss preventive action because we value you as one of our clients.

Based on the information we have concerning your dwelling, the summary below shows the Type of Adjustment given along with the Year Reported and if Documentation for upgrades have been received.

<u>Description</u>	<u>Year Reported</u>	<u>Documentation Received (Y/N*)?</u>	<u>Type of Adjustment</u>
Year Dwelling Completed:	1961	N/A	No Adjustment
Year Heating System Updated:	2008	N/A	No Adjustment
Year Cooling System Updated:	2008	N/A	No Adjustment
Year Roof Replaced:	1998	Y	No Adjustment
Roof Construction Material:	Rubber Roof		No Adjustment
UL/FM Roof Class:	N/A		No Adjustment

* Please contact your agent to provide documentation of updates to your heating system, cooling system, or roof. If documentation has not been provided, the Type of Adjustment is based on the Year Dwelling Completed shown above. You may be eligible for greater premium savings if documentation of updates can be provided.

Protective Devices Available in Your State:

Retirement Community	No Adjustment
Central Fire Alarm	No Adjustment
Local Burglar Alarm	No Adjustment
Central Burglar Alarm	No Adjustment
Gated Community	No Adjustment

DESCRIPTION OF YOUR HOUSE

NOTICE - REBUILDING COSTS ESTIMATED UNDER IDEAL CONDITIONS

Important information regarding your Declarations Page 2 information for your home.

The listed characteristics of your home/dwelling are based on information gathered from you, to assist you in your insurance purchase. The insured value of your home/dwelling, as reflected in the stated Coverage A amount, is based upon estimated cost of rebuilding your home/dwelling, reflecting the rising trend of such costs. This should be considered **the minimum cost to rebuild your home/dwelling under ideal conditions.** In the event your home/dwelling is destroyed, your policy will only pay additional monies beyond Coverage A subject to the Extended Replacement, and Building, Ordinance, or Law provisions you have purchased and are filed for your state. The actual cost to rebuild or repair your home/dwelling will vary, especially if the information you have provided is incorrect or incomplete. Rebuilding costs can also vary greatly and are dependent upon: (1) the nature and extent of the damage sustained; (2) the availability of skilled labor and materials; and (3) other market conditions which may exist at the time of loss. **If the cost of rebuilding your home/dwelling exceeds the Coverage A amount, Extended Replacement, and Building, Ordinance or Law provisions on your policy, those additional costs will not be covered. We strongly encourage you to review the insured value of your home/dwelling and the Coverage A amount listed on your policy carefully. If you wish to purchase additional coverage, make corrections to the information you have provided, or if you modify or remodel your home/dwelling, please contact your agent immediately.**

Insured: LENZO, JAMES Policy Number: 02-H-V00-695-0
 Address: 4821 N 74TH PL SCOTTSDALE, AZ 85251-1539

GENERAL INFORMATION

Estimated Replacement Cost	\$140,917.00	US Dollars
ZIP Code	85251	Code
Year Built	1961	A.D.
Building Style	1	Story
Building Shape	Rectangular	
Number of Stories	1.00	Stories
Number of Families	Single Family	
Total Living Area - Main Structure	1050	Square Fee
Finished Floor Area	1050	Square Fee
Exterior Walls, Block (painted)	100	Percent
Roofing, Rubber	100	Percent
Attached Structures, Carport - 1 Car	1	Quantity
Special Items, Window, Wood, Double Hung, 3ft x 4ft	12	Quantity
Special Items, Door, Wood, Exterior	2	Quantity
Special Items, Sliding Glass Doors	2	Quantity
Partitions, Drywall - Textured	100	Percent
Partitions, Stud, 2 x 6	100	Percent
Partitions, Door, Hollow Core, Birch	9	Quantity
Wall Coverings, Paint	100	Percent
Ceilings, Drywall - Textured	100	Percent
Floor Coverings, Ceramic Tile	100	Percent
Floor Coverings, Molding, Base, 8 in.	100	Percent
Interior, Kitchen - Basic	1	Quantity
Interior, Full Bath - Basic	2	Quantity
Interior, Fireplace - Single	1	Quantity
HVAC, Heat & Central Air Cond. - Avg Cost	100	Percent
HVAC, Central Air Cond. - Same Ducts	100	Percent
Miscellaneous, 200 amp Service, Standard	100	Percent
Foundation Type, Slab on Grade	100	Percent
Foundation Materials - Main, Concrete	100	Percent
Roof Style/Slope, Gable, Moderate Pitch	50	Percent
Roof Style/Slope, Gable, Slight Pitch	50	Percent
Roof Shape, Simple/Standard	100	Percent
Floor/Ceiling Structure, Wood Joists & Sheathing	100	Percent
Roof Structure, Rafters, Wood w/Sheathing	100	Percent
Exterior Wall Framing, Stud, 2 x 6	100	Percent
Construction Type	1	Standard
Site Access, Flat Area/Easy Access	Terrain	
Ceiling Height, Wall Group 1, Wall Height	8.00	Feet
Ceiling Height, Wall Group 1, Percent of Wall	100	Percent

CONTINUED ON NEXT PAGE

00005 6556217 000039 000077 0005/0008

DESCRIPTION OF YOUR HOUSE

Insured: LENZO, JAMES

Policy Number: 02-H-V00-695-0

Address: 4821 N 74TH PL SCOTTSDALE, AZ 85251-1539

GENERAL INFORMATION

CONSTRUCTION ASSUMPTIONS

Degree of Slope

0-14 Degrees

ADDITIONAL FACTORS

Cost of Labor, Building Materials and Supplies	\$114,870.00 US Dollars
Cost of Permits and Architect's Plans	\$6,422.00 US Dollars
Overhead and Profit	\$18,193.00 US Dollars
Inflationary Adjustment	\$1,432.00 US Dollars
(sum of the above amounts is equal to the Estimated Replacement Cost)	

For updates or corrections please contact your agent.
 MARK WOODS 7845 E EVANS RD STE D SCOTTSDALE AZ 85260-6929
 PH 480-607-7775 State License 94368

CORELOGIC COSTS INCLUDE LABOR AND MATERIAL, NORMAL PROFIT AND OVERHEAD AS OF DATE OF REPORT. COSTS REPRESENT GENERAL ESTIMATES WHICH ARE NOT TO BE CONSIDERED A DETAILED QUANTITY SURVEY. THESE COSTS INCLUDE GENERALITIES AND ASSUMPTIONS THAT ARE COMMON TO THE TYPES OF STRUCTURES REPRESENTED IN THE SOFTWARE.

00005 6689217 000040 000079 0006/0008

AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY
AMERICAN NATIONAL GENERAL INSURANCE COMPANY

ADDITIONAL INSURED
RESIDENCE PREMISES

Name and Address of Person or Organization



CITY OF SCOTTSDALE
ADDL INSURED/INTR. PARTY
7447 E. INDIAN SCHOOL ROAD
SCOTTSDALE AZ 85251

Interest As it may appear

The definition of **insured** in this policy includes the person or organization named above with respect to:

SECTION I: COVERAGE A - DWELLING AND COVERAGE B - OTHER STRUCTURES; and

SECTION II: COVERAGE E - PERSONAL LIABILITY and COVERAGE F - MEDICAL PAYMENTS TO OTHERS but only with respect to the residence premises.

This coverage does not apply to **bodily injury** to any employee arising out of or in the course of the employee's employment by the person or organization.

If this policy is cancelled or not renewed by us, the party named above shall be notified in writing.

All other provisions of this policy apply.

00005 6589217 000043 000065 000910008

Example of Acquired Construction Permit



City of Scottsdale Building Permit

Permit No.	247728	Date Issued	12/11/2018	Keycode	61U50
Permit Type	MINIMUM (BUILDING)			APN	129-31-102
Address	6708 E CYPRESS ST			Lot	186
Subdivision	VILLAGE GROVE FIVE			MCR	074-38
Valuation	\$0.00	Const Type		QS	13-43
Exist Use		Elec. Amps		Gas	No
Zoning	R1-7 HP	Bldg Height		Bldg Code	IBC 2015
Case No.	51-HP-2018	Meter Size			
Plan No.		Setbacks			
Owner	BRIAN BASILIERE 6708 E CYPRESS ST SCOTTSDALE, AZ 85257	Owner Builder	No	Payment Type	
		Charge Acct			

<u>Contractor Name</u>	<u>Phone</u>	<u>License No.</u>	<u>Privilege Tax</u>
WINDOW WORLD OF PHOENIX	602-454-0883	224119 (R)	1046074

<table border="0"> <tr><td>Building</td><td>\$0.42</td></tr> <tr><td>Plumbing</td><td>\$0.08</td></tr> <tr><td>Electrical</td><td>\$0.08</td></tr> <tr><td>Mechanical</td><td>\$0.08</td></tr> <tr><td>Total</td><td>\$0.66</td></tr> </table>	Building	\$0.42	Plumbing	\$0.08	Electrical	\$0.08	Mechanical	\$0.08	Total	\$0.66	<table border="0"> <tr><td>Base Fee</td><td></td><td>\$83.00</td></tr> <tr><td>A/C Square Feet</td><td>(0 x \$0.66 x 100%)</td><td>\$0.00</td></tr> <tr><td>Other Square Feet</td><td>(0 x \$0.36 x 100%)</td><td>\$0.00</td></tr> <tr><td>Fence Lineal Feet</td><td>(0 x \$0.18 x 100%)</td><td>\$0.00</td></tr> <tr><td>Ret Wall Lineal Feet</td><td>(0 x \$1.80 x 100%)</td><td>\$0.00</td></tr> <tr><td>Review Fee</td><td></td><td>\$0.00</td></tr> </table>	Base Fee		\$83.00	A/C Square Feet	(0 x \$0.66 x 100%)	\$0.00	Other Square Feet	(0 x \$0.36 x 100%)	\$0.00	Fence Lineal Feet	(0 x \$0.18 x 100%)	\$0.00	Ret Wall Lineal Feet	(0 x \$1.80 x 100%)	\$0.00	Review Fee		\$0.00	<table border="0"> <tr> <td>Total Amount</td> <td style="border: 1px solid black; padding: 5px; font-size: 1.2em;">\$83.00</td> </tr> </table>	Total Amount	\$83.00
Building	\$0.42																															
Plumbing	\$0.08																															
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Fence Lineal Feet	(0 x \$0.18 x 100%)	\$0.00																														
Ret Wall Lineal Feet	(0 x \$1.80 x 100%)	\$0.00																														
Review Fee		\$0.00																														
Total Amount	\$83.00																															

Customer Signature : 
 SIGNED BY BRIAN BASILIERE ON 12/11/2018

Development Services : ANNF

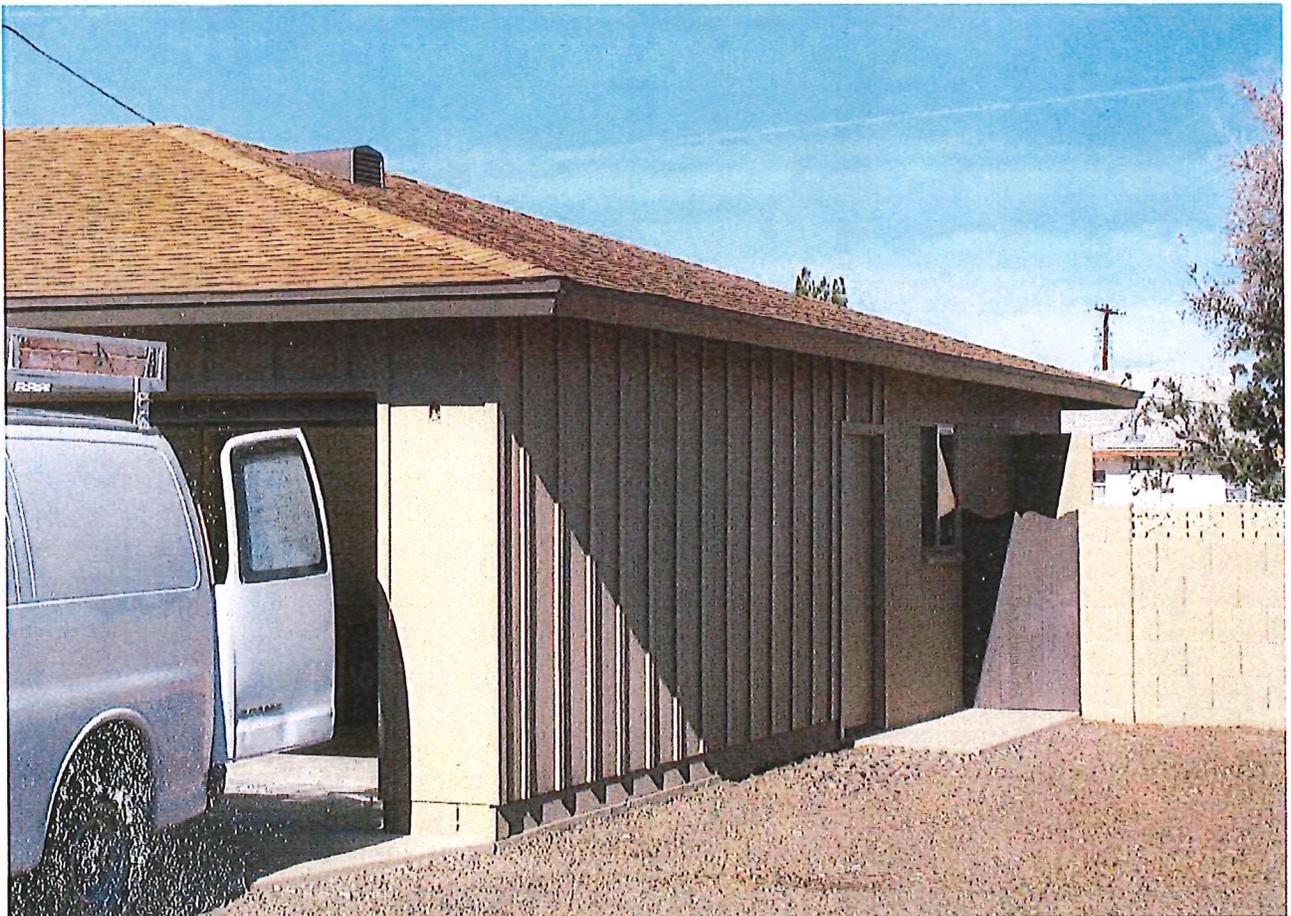
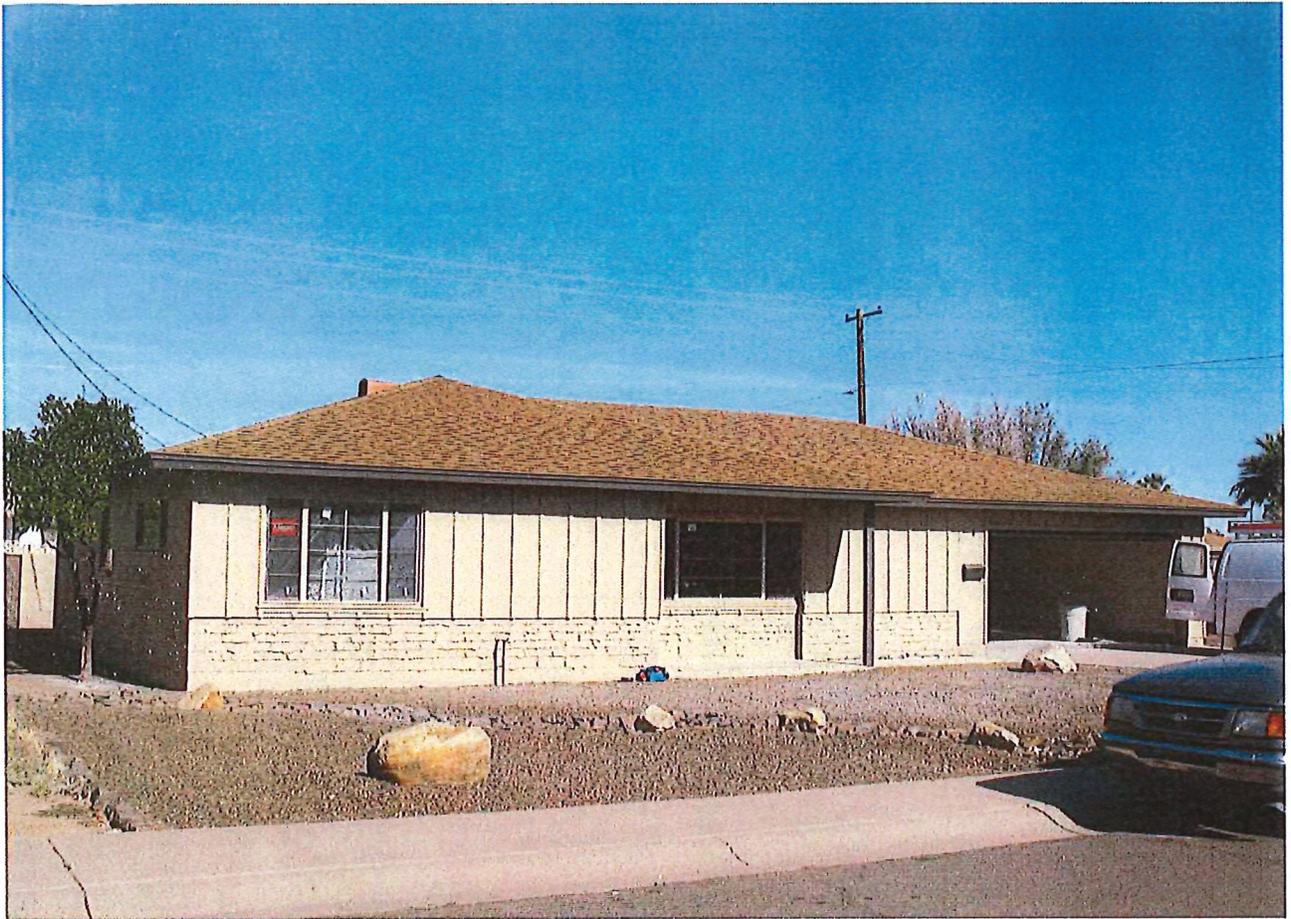
When a credit card is used as payment I agree to pay the above total amount according to the Card Issuer Agreement.

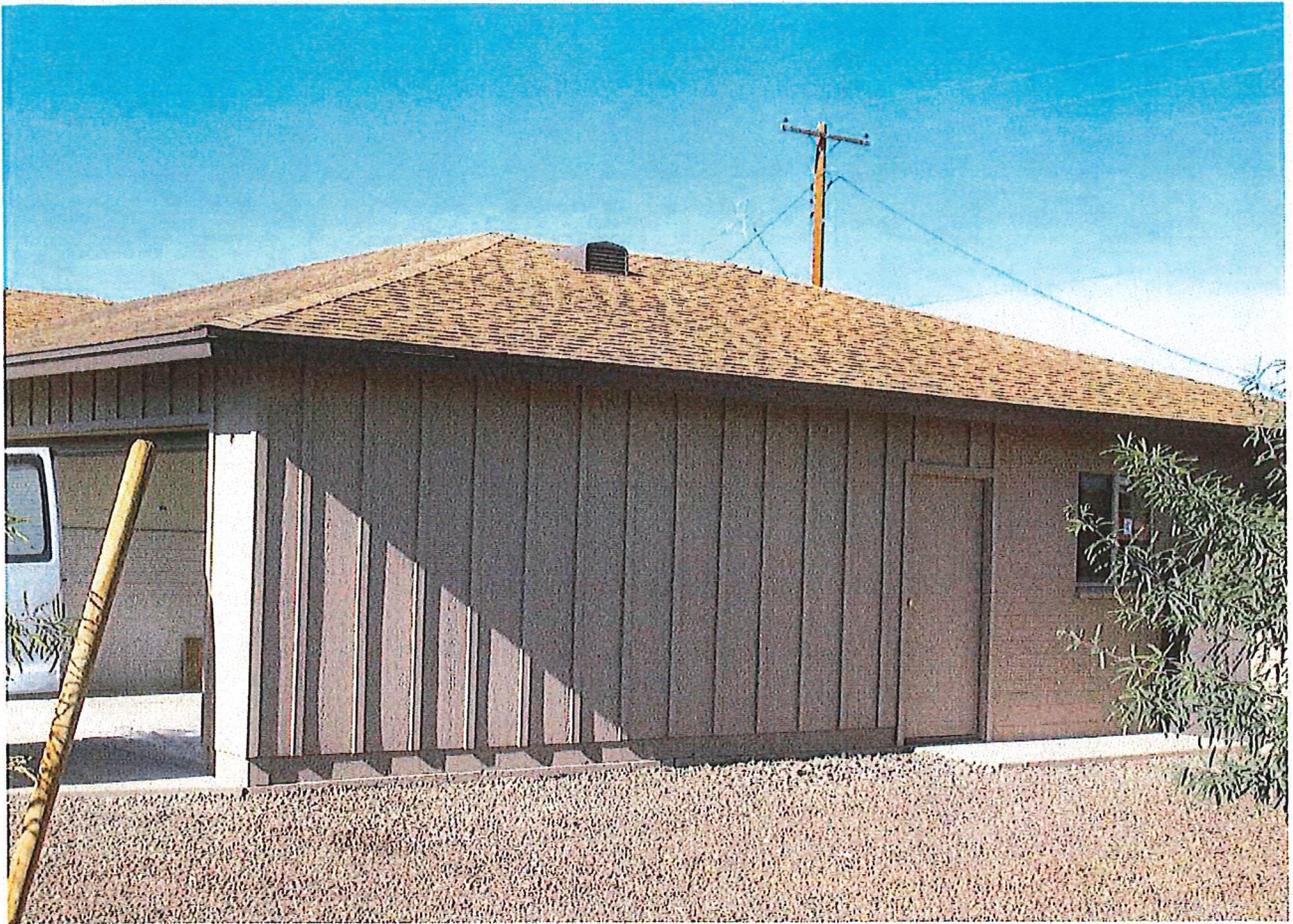
This permit becomes null and void if work or construction authorized is not commenced within 180 days (90 days for Native Plant permits) or if construction or work is suspended or abandoned for a period of 180 days (90 days for Native Plant permits) at any time after work is commenced. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction. Contractors and owners: Contracting or sale of improved real property is subject to privilege tax, call 480-312-2400 for info.



Example Pictures of Completed Work







CURRENT PHOTO OF 6714 E CORONADO



HEARING NOTICE
Board of Approvals for Class C, District
No. 1, City of Phoenix, Arizona
TO
2010
M.
IN COMMISSION
480-312-7000
2010

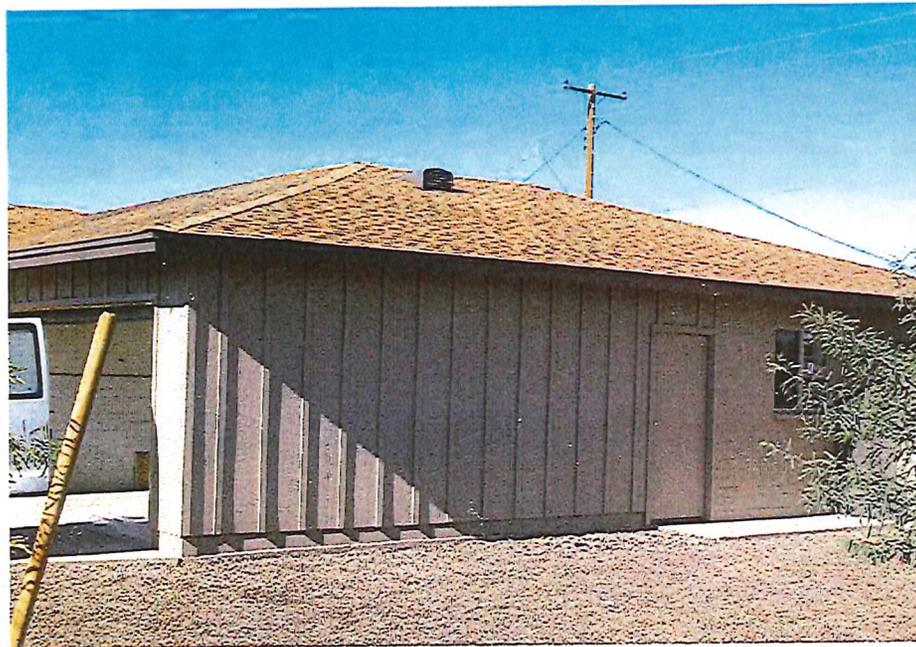
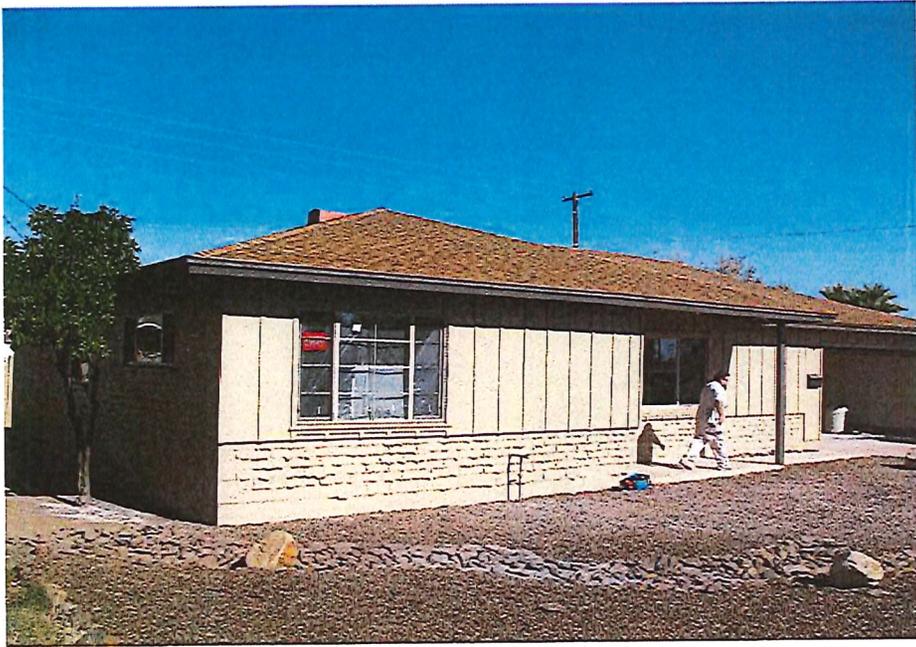












Example of Provided Receipts



LOVE'S HOME CENTERS, LLC
 7950 EAST MCCOY ROAD
 SCOTTSDALE, AZ 85257 (480) 874-8120

- INSTALLED SDS SALE -

SALES#: S0998AR7 2464436 TRANS#: 11107937 02-14-19

105451 LABOR
 9 WINDOWS
 (DIRECT DELIVERY)

PO #: 97379703
 INVOICE 80936 SUBTOTAL: 2,284.42



- INSTALLED SDS SALE -

SALES#: S0998AR7 2464436 TRANS#: 11187937 02-14-19

3730 SQPAGY001100_1 5,752.44
 9 WINDOWS
 (PICK UP LATER - LOVES @ 1850 on 03/06/2019)

PO #: 97379704
 INVOICE 80937 SUBTOTAL: 5,752.44



INVOICE 80936 SUBTOTAL: 2,284.42
 INVOICE 80937 SUBTOTAL: 5,752.44
 SUBTOTAL: 8,036.86
 TOTAL TAX: 0.00
 BALANCE DUE: 8,036.86
 DISC: 0,036.86

DISC:XXXXXXXXXXXX2661 AMOUNT:8,036.86 AUTHCD:014918
 KEYED REFID:185011099074 02/14/19 16:47:05
 CUSTOMER CODE: cypress windows

[Signature]
 STORE: 1850 TERMINAL: 11 02/14/19 16:47:15

THANK YOU FOR SHOPPING LOWE'S.
 SEE REVERSE SIDE FOR RETURN POLICY.
 STORE MANAGER: RAY WRIGHT

LOVE'S PRICE MATCH GUARANTEE
 FOR MORE DETAILS, VISIT LOWES.COM/PRICEMATCH

 * YOUR OPINIONS COUNT! *
 * REGISTER FOR A CHANCE TO BE *
 * ONE OF FIVE US\$300 WINNERS DRAWN MONTHLY! *
 * (REGISTRESE EN EL SORTEO MENSUAL *
 * PARA SER UNO DE LOS CINCO GANADORES DE US\$300! *
 * *****



CONTRACT # 0012818

ARIZONA SERVICES SOLUTIONS INSTALLED SALES CONTRACT

LOWE'S AUTHORIZED REPRESENTATIVE Johnny Ansari		NUMBER 2464436	CUSTOMER Brian Brasiliere	
STORE NO. 1850	STREET ADDRESS 7950 E McDowell Rd		STREET ADDRESS 6208 E Cypress	
CITY Scottsdale	STATE AZ	ZIP 85257	CITY Scottsdale	STATE AZ
TELEPHONE 480-874-8120		TELEPHONE (602) 548-7899		
DATE	LOWE'S CONTRACTOR LICENSE NUMBER 302577		CASH	DEBIT CARD
			LEG	REG CHARGE

This is only a quote for the merchandise and services listed below. This becomes an agreement upon payment. Upon payment, the entire agreement, including the specifically completed pages of this document, the Terms and Conditions included with this document and any other contracts and attachments herein, shall be referred to herein as this "Contract". PLEASE READ ALL TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS PAGE AND FOLLOWING PAGES BEFORE SIGNING.

INSTALLATION STREET ADDRESS 6208 E Cypress St	CITY Scottsdale	STATE AZ	ZIP 85257
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* Total cost includes 15% Arizona State sales tax to be added by 1/31 and receive
 Installation of **15% off hardwoods**
 Product details, attributes and options are as described in the attached proposal.

NOTICE TO CUSTOMER - PRICE CALCULATIONS: In order to properly perform the installation of certain Goods, the Contract Price may include more Goods than actually will be installed based on the measured square footage of the Project Area. As a result, the parties agree that the lump-sum Price stated in this Contract is calculated upon both the value of estimated Goods required to fulfill the Contract (including waste), which may exceed the actual square footage of the Project Area, and the labor which may be estimated based on the amount of Goods required to fulfill the Contract (including waste). By signing this Contract below, Customer acknowledges receipt of this notice and agrees and understands that the Price includes these costs which may not be refunded once the Installation Services are performed.

NOTICE TO CUSTOMER: Federal law requires Lowe's to provide you with the pamphlet <i>Renovate Right</i> . By signing this Contract, Customer acknowledges having received a copy of this pamphlet before work began informing Customer of the potential risk of the lead hazard exposure from renovation activity to be performed in Customer's dwelling unit.	Contract Total * applicable taxes included	\$ 8,030.00
---	---	-------------

NOTE: If rotted wood is discovered during installation additional charges will apply. You will be given a quote and a change order must be completed and signed by the customer for any additional charges. Customer must initial. *Any work or material not specified is not included in this contract. Any changes or additions will be at an additional charge for the material and labor.

NOTICE OF RIGHT TO FILE COMPLAINT WITH ARIZONA REGISTRAR OF CONTRACTORS If the total amount of this Contract exceeds one thousand dollars, you have the right to file a written complaint with the Arizona Registrar of Contractors for an alleged violation of Arizona Revised Statutes, Section 32-1154, subsection A. Any complaint must be made within the applicable time period as set forth in Arizona Revised Statutes, Section 32-1155, subsection A. The Arizona Registrar of Contractor's web site is www.azroc.gov and its telephone number is (602) 542-1525.

PHOTO RELEASE: Customer grants to Lowe's and Lowe's employees and independent contractors the right to take photographs of the Premises where Installation Services will be performed and all work performed at the Premises related to this Contract, and irrevocably grants to Lowe's all right, title and interest in and to the photographs for use in all markets and media, worldwide, in perpetuity. Customer authorizes Lowe's to copyright, use and publish the photographs in print and/or electronically, and agrees that Lowe's may use such photographs for any lawful purpose, including, but not limited to, marketing, advertising, publicity, illustration, training and Web content. By initialing here, Customer agrees to the foregoing. [Customer to Initial to the left].

Work is to commence upon reasonable availability of Contractor and/or any special order or customer made Good(s) which is anticipated to be 5-10 weeks (fill in date). Estimated completion date is 5-10 weeks (fill in date). Said estimated substantial completion date is not of the essence. A statement of any contingencies that would materially change said estimated substantial completion date is as follows: (if applicable, insert a statement of such contingencies).

This Contract provides that all claims by Customer or Lowe's will be resolved by BINDING ARBITRATION. Customer and Lowe's GIVE UP THE RIGHT TO GO TO COURT to enforce this Contract (EXCEPT for matters that may be taken to SMALL CLAIMS COURT). Lowe's and Customer's rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. Lowe's and Customer are entitled to a FAIR HEARING. But the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT. FOR MORE DETAILS: Review the section titled ARBITRATION AGREEMENT, WAIVER OF JURY TRIAL AND WAIVER OF CLASS ACTION ADJUDICATION found in the Terms and Conditions of this Contract.

DO NOT SIGN THIS CONTRACT UNTIL COMPLETE AND YOU HAVE READ THE TERMS AND CONDITIONS CONTAINED ON ALL PAGES OF THIS CONTRACT. BY SIGNING BELOW, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS SET FORTH ON ALL PAGES OF THIS CONTRACT. YOU ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME OF SIGNATURE.

WITNESS OUR HAND(S) AND SEAL(S) BELOW THIS 22nd DAY OF January 2019

Lowe's Home Centers, LLC

X
 Owner

 Co-owner or Witness

Johnny Ansari
 Lowe's Authorized Representative

Customer acknowledges receipt of a true copy of this contract which was completely filled in prior to Customer's execution hereof. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this date.



Installation Proposal – Windows - 1/3/2019

Store #	1850	Salesperson	Johnny Ansani		
Customer Name	Brian Basillere	Address	6708 E Cypress		
City		State	AZ	Zip	85257
		Phone	617-548-7899		

Preparation <input checked="" type="checkbox"/> Inspect existing windows for wood deterioration due to age, pests, water, etc. <input checked="" type="checkbox"/> Protect house, shrubs and yard where needed	Additional Services <input type="checkbox"/> Stucco cutback <input type="checkbox"/> Stucco patching <input type="checkbox"/> Flashing new windows <input type="checkbox"/> Drywall wrap interior <input type="checkbox"/> Wood wrap interior with casing type: <input type="checkbox"/> Other additional work – see notes
---	---

Installation <input type="checkbox"/> Flush fin (retrofit) <input checked="" type="checkbox"/> Block <input type="checkbox"/> Full frame <input checked="" type="checkbox"/> Caulk and insulate as required	Clean-up / Final Inspection <input checked="" type="checkbox"/> Provide continuous clean-up <input checked="" type="checkbox"/> Haul away all job related debris
--	---

Work required by others

Alarm system disconnect/reconnect required by others Painting will be required by others after our work is completed

Scope of work		
Estimated overall project duration		All prices include labor, material and sales tax unless otherwise noted.
TOTAL INVESTMENT \$8,746.61		

Lowe's offers financing:

6 months no interest 36 months at 3.99% 60 months at 5.99% 84 months at 7.99%

*On approved credit. Minimum monthly payments required. Minimum purchase may apply. Ask salesperson for more details.

The Lowe's Difference: Professional & Screened Installers, Dedicated Lowe's Sales Team, Satisfaction Guaranteed, 2-Year Labor Warranty

NOTES: Milgard Trinsic Windows, Ext White/Int White, Block Frame, SunCoat Max Low-E Glass, Dual Pane, Lifetime Warranty w/glass breakage. (3 windows w/Colonial Simulated Divided Lite

IMPORTANT: If rotten wood is discovered during the wall prep or installation, additional charges will apply. If additional charges apply, you will be given a quote before proceeding with installation. This is an estimate only. This estimate is subject to change and does not bind you or Lowe's. This estimate is not a contract nor will it modify any future contract you may sign with Lowe's for the installation services. You may accept this proposal only by signing the appropriate Exterior Solutions Installed Sales Contract with Lowe's and making payment according to the terms and conditions therein. (Estimate good for 30 days unless otherwise noted)

CTB

MILGARD OUTSIDE SALES 41
120 EAST CORPORATE PLACE STE 10
CHANDLER, AZ 85225



Clearly the best.

Quote Name: Johnny - Basillere
Sales Representative: Joanna Lesley Mobile:
joannalesley@milgard.com

Quote Number: SQPAGY001100_1
Created Date: 1/3/2019
Modified Date: 2/14/2019
PO Number:
Total Units: 9
Total Sq Ft: 195.00
Est. Delivery:

Comments: *ordered*

Billing Information

Name: MILGARD OUTSIDE SALES 41
Address: 120 EAST CORPORATE PLACE STE 10
CHANDLER, AZ 85225

Phone:
Fax:
Email:

Shipping Information

Name:
Address:
Phone:
Fax:
Email:

Line: 1 Location:
Quantity: 1 ✓ Tuscany, 8120T, DV, No Fin (Block Frame), Ext White /Int White
U-Factor: .29, SHGC: .19, VT: .43

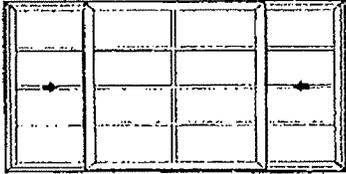


Size: Net Frame 120 5/8" x 50 1/4" Net Frame
120 5/8" X 50 1/4"
Dimensions: Sash Width 20"
Model: Double Vent
Handing: Double Vent XOX
Energy Package: Energy Star South-Central
Glass: 1/8" SunCoatMAX (Low-E) over 1/8"
Clear
Other Glass: Gray EdgeGardMAX Spacer with Argon
Grid: Simulated Divided Lite 7/8", Ext White/Int White, Colonial 6W4H
Hardware: SmartTouch Lock
Other Options: Glass Breakage Warranty
Screen: Standard with PureView Mesh
Ratings: STC: 29, OITC: 22, Tested: R15
Clear Opening: W 17 1/8" x H 47 1/4" Sq. Ft. 5.62
Other Ratings: CPD: MIL-A-224-05728-00002

Viewed From Exterior

Customer Approval: _____

Line: 2 Location:
Quantity: 1 ✓ Tuscany, 8120T, DV, No Fin (Block Frame), Ext White /Int White
U-Factor: .29, SHGC: .19, VT: .43



Size: Net Frame 79 5/8" x 50 3/8" Net Frame 79 5/8" X 50 3/8"
Dimensions: Sash Width One Quarter
Model: Double Vent
Handing: Double Vent XOX
Energy Package: Energy Star South-Central
Glass: 1/8" SunCoatMAX (Low-E) over 1/8" Clear
Other Glass: Gray EdgeGardMAX Spacer with Argon
Grid: Simulated Divided Lite 7/8", Ext White/Int White, Colonial 4W4H
Hardware: SmartTouch Lock
Other Options: Glass Breakage Warranty
Screen: Standard with PureView Mesh
Ratings: STC: 29, OITC: 22, Tested: LC30
Clear Opening: W 17 3/16" x H 47 3/8" Sq. Ft. 5.65
Other Ratings: CPD: MIL-A-224-05728-00002

Viewed From Exterior

Customer Approval: _____

Line: 3 Location:
Quantity: 1 ✓ Trinsic, 2110, DV, No Fin (Block Frame), Ext White /Int White
U-Factor: .28, SHGC: .20, VT: .45



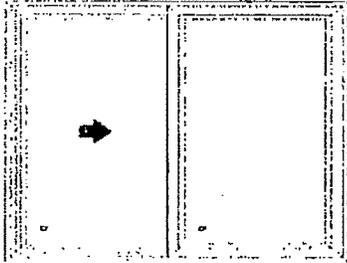
Size: Net Frame 79 5/8" x 25 1/2" Net Frame 79 5/8" X 25 1/2"
Dimensions: Sash Width One Quarter
Model: Double Vent
Handing: Double Vent XOX
Energy Package: Energy Star South-Central
Glass: 1/8" SunCoatMAX (Low-E) over 1/8" Clear
Other Glass: Gray EdgeGardMAX Spacer with Argon
Grid: Simulated Divided Lite 7/8", Ext White/Int White, Colonial 4W2H
Hardware: SmartTouch Lock
Other Options: Glass Breakage Warranty, Standard Glazing Bead
Screen: Standard with PureView Mesh
Ratings: STC: 28, OITC: 22, Tested: R15
Clear Opening: W 17 5/8" x H 23" Sq. Ft. 2.82
Other Ratings: CPD: MIL-A-294-02344-00002

Viewed From Exterior

Customer Approval: _____

Line: 4
Quantity: 1 ✓

Location:
Trinsic, 2110, HV, No Fin (Block Frame), Ext White /Int White
U-Factor: .28, SHGC: .22, VT: .50



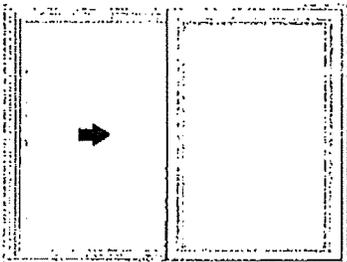
Size: Net Frame 39 3/4" x 37 3/4" Net Frame 39 3/4" X 37 3/4"
Model: Half Vent
Handing: Half Vent XO
Energy Package: Energy Star South-Central
Glass: 1/8" SunCoatMAX (Low-E) over 1/8" Matelux-(Obscure)
Other Glass: Gray EdgeGardMAX Spacer with Argon
Hardware: SmartTouch Lock
Other Options: Standard Glazing Bead
Screen: Standard with PureView Mesh
Ratings: STC: 28, OITC: 22, Tested: LC25
Clear Opening: W 17 1/2" x H 35 1/4" Sq. Ft. 4.28
Other Ratings: CPD: MIL-A-294-02344-00001

Viewed From Exterior

Customer Approval: _____

Line: 5
Quantity: 1 ✓

Location:
Trinsic, 2110, HV, No Fin (Block Frame), Ext White /Int White
U-Factor: .28, SHGC: .22, VT: .50



Size: Net Frame 39 3/4" x 37 3/4" Net Frame 39 3/4" X 37 3/4"
Model: Half Vent
Handing: Half Vent XO
Energy Package: Energy Star South-Central
Glass: 1/8" SunCoatMAX (Low-E) over 1/8" Clear
Other Glass: Gray EdgeGardMAX Spacer with Argon
Hardware: SmartTouch Lock
Other Options: Standard Glazing Bead
Screen: Standard with PureView Mesh
Ratings: STC: 28, OITC: 22, Tested: LC25
Clear Opening: W 17 1/2" x H 35 1/4" Sq. Ft. 4.28
Other Ratings: CPD: MIL-A-294-02344-00001

Viewed From Exterior

Customer Approval: _____

Line: 6 Location:
Quantity: 1 ✓ Trinsic, 2110, DV, No Fin (Block Frame), Ext White /Int White
U-Factor: .28, SHGC: .22, VT: .50

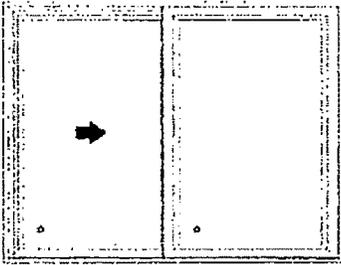


Size: Net Frame 95 1/2" x 50 1/4" Net Frame 95 1/2" X 50 1/4"
Dimensions: Sash Width One Quarter
Model: Double Vent
Handing: Double Vent XOX
Energy Package: Energy Star South-Central
Glass: 1/8" SunCoatMAX (Low-E) over 1/8" Clear
Other Glass: Gray EdgeGardMAX Spacer with Argon
Hardware: SmartTouch Lock
Other Options: Standard Glazing Bead
Screen: Standard with PureView Mesh
Ratings: STC: 28, OITC: 22, Tested: R15
Clear Opening: W 21 9/16" x H 47 3/4" Sq. Ft. 7.15 Egress: Yes
Other Ratings: CPD: MIL-A-294-02344-00001

Viewed From Exterior

Customer Approval: _____

Line: 7 Location:
Quantity: 1 ✓ Trinsic, 2110, HV, No Fin (Block Frame), Ext White /Int White
U-Factor: .28, SHGC: .22, VT: .50



Size: Net Frame 39 3/4" x 37 3/4" Net Frame 39 3/4" X 37 3/4"
Model: Half Vent
Handing: Half Vent XO
Energy Package: Energy Star South-Central
Glass: 1/8" SunCoatMAX (Low-E) over 1/8" Matelux (Obscure)
Other Glass: Gray EdgeGardMAX Spacer with Argon
Hardware: SmartTouch Lock
Other Options: Standard Glazing Bead
Screen: Standard with PureView Mesh
Ratings: STC: 28, OITC: 22, Tested: LC25
Clear Opening: W 17 1/2" x H 35 1/4" Sq. Ft. 4.28
Other Ratings: CPD: MIL-A-294-02344-00001

Viewed From Exterior

Customer Approval: _____

Line: 8 Location:
Quantity: 1 Trinsic, 2110, DV, No Fin (Block Frame), Ext White /Int White
U-Factor: .28, SHGC: .22, VT: .50

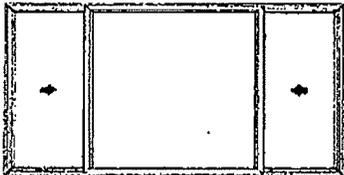


Size: Net Frame 79 5/8" x 25 3/4" Net Frame 79 5/8" X 25 3/4"
Dimensions: Sash Width One Quarter
Model: Double Vent
Handing: Double Vent XOX
Energy Package: Energy Star South-Central
Glass: 1/8" SunCoatMAX (Low-E) over 1/8" Clear
Other Glass: Gray EdgeGardMAX Spacer with Argon
Hardware: SmartTouch Lock
Other Options: Standard Glazing Bead
Screen: Standard with PureView Mesh
Ratings: STC: 28, OITC: 22, Tested: R15
Clear Opening: W 17 5/8" x H 23 1/4" Sq. Ft. 2.85
Other Ratings: CPD: MIL-A-294-02344-00001

Viewed From Exterior

Customer Approval: _____

Line: 9 Location:
Quantity: 1 Trinsic, 2110, DV, No Fin (Block Frame), Ext White /Int White
U-Factor: .28, SHGC: .22, VT: .50



Size: Net Frame 79 5/8" x 50 3/8" Net Frame 79 5/8" X 50 3/8"
Dimensions: Sash Width One Quarter
Model: Double Vent
Handing: Double Vent XOX
Energy Package: Energy Star South-Central
Glass: 1/8" SunCoatMAX (Low-E) over 1/8" Clear
Other Glass: Gray EdgeGardMAX Spacer with Argon
Hardware: SmartTouch Lock
Other Options: Standard Glazing Bead
Screen: Standard with PureView Mesh
Ratings: STC: 28, OITC: 22, Tested: R15
Clear Opening: W 17 5/8" x H 47 7/8" Sq. Ft. 5.86
Other Ratings: CPD: MIL-A-294-02344-00001

Viewed From Exterior

Customer Approval: _____

Example of W-9 Form

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
-					-				
or									
Employer identification number									
-					-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Example of Memo to Accounts Payable Department



Planning and Development Services Department
Historic Preservation Office
7447 East Indian School Road, Suite 105
Scottsdale, Arizona 85251

Memorandum

_____, 2021

To: Accounts Payable
From: Doris McClay, Historic Preservation Officer
Re: Check Requisition for Historic Residential Exterior Rehabilitation (HRER) Program for _____ Street.

City Council approved the procedures for the Historic Residential Exterior Rehabilitation (HRER) Program on April 4, 2006 as part of the Consent Agenda, Item No. 7 (City Council Resolution No. 6860 attached). The approval of the resolution empowered the Historic Preservation Commission to select projects and administer the HRER Program. The Commission approved the improvement project for Natalie Katz on October 6, 2021 for a maximum amount of \$7,500 in City funding based upon reimbursement for up to half of the actual expenditures for the project, but not to exceed \$7,500 (marked agenda and portion of approved June 1, 2017 HPC minutes attached). The City matching expenditure is equal to the cost to purchase a Conservation Easement. Funding for this rehabilitation program was approved by City Council as part of the Neighborhood Resources Department budget for the current fiscal year.

The attached receipts indicate a total of \$5,142.94 in expenditures by the homeowner for the roof replacement. Natalie Katz requests reimbursement in the amount of \$2,571.47, per the Rehabilitation Agreement. Scottsdale Historic Preservation Office staff inspected and obtained photographs of the work and found it satisfactory and determined that the work met the approved Scope of Work (attached) for the project. The actual construction cost qualifies the owner for a City reimbursement of \$2,571.47.

Total Project Cost by Homeowner on Receipts = \$5,142.94 (window replacement)
City Reimbursement/Conservation Easement = $\frac{1}{2} \times 5,142.94$ up to a maximum of \$7,500.00 =
\$2,571.47 Check Requisition

When ready, the check should be mailed to _____, owner, at the address on the Check Requisition form.

Attachments:

1. Check Requisition for _____
2. Resolution No. 6860
3. Marked Agenda and Portion of Approved HPC _____, 2021 Minutes
4. Rehabilitation Agreement Exhibit "C" Scope of Work
5. Deed of Conservation Easement, signed and notarized
6. Receipts from Homeowner
7. IRS Form W9

Example of Check Requisition Form



CITY OF SCOTTSDALE CHECK REQUISITION

(In accordance with Administrative Regulation #208)

VENDOR # _____

PAY DATE _____

FOR ACCOUNTS PAYABLE USE ONLY

FROM: CENTER NAME	TODAY'S DATE	CHECK MAILDATE	CENTER REQUISITION NO.
Neighborhood Resources	12/23/2021		04282021
MAKE CHECK PAYABLE TO (include address)		CHECK SPECIAL DELIVERY INSTRUCTIONS (include justification note)	
APPLICANT Street ADDRESS Scottsdale, Arizona _____		Please mail check to Natalie Katz	

FUND-CENTER-ACCOUNT	CHECK REQ CODE <small>REQUIRED - USE DROPDOWN LIST</small>	ITEM DESCRIPTION	VENDOR NO.	AMOUNT
280-21831-52825	Historic	Acquisition of a Deed of Conservation Easement from _____ by the City and reimbursement to _____ for documented expenditures for this approved window replacement project, per the Historic Preservation Exterior Rehabilitation Program Agreement dated ___/___/___ for their home in the Village Grove 1-6 Historic District, with matching reimbursement funds provided under the Historic Residential Exterior Rehabilitation (HRER) Program of Neighborhood Resources.		2,571.47
TOTAL				2,571.47

ADDITIONAL JUSTIFICATION/REMARKS

REQUESTED BY

Print Name>	Doris McClay	Extension	24214	
		Mailcode		
Signature		Date	12/23/2021	

Approver's Statement: In accordance with Administrative Regulation 208 & 285, I hereby certify that I have examined this check requisition, that the request falls within the limits of the procurement code, that this expenditure is for a valid public purpose, that funds have been appropriated or otherwise made available for payment; and that if the available funds are from a federal grant, contract or source, this payment is allowable under the terms of such grant, contract or source. **Payment is hereby approved.**

Print Name>	Print Name> Randy Grant	Print Name>
Signature	Signature	Signature
LEVEL 3 (0-\$2,000)	LEVEL 2 (\$2,001-\$20,000)	LEVEL 1 (\$20,001 AND OVER)

Unauthorized Purchase: Dept Director signature is required to approve payment of unauthorized purchase. Department Directors Unauthorized Purchase Approval - as indicated below by my signature I hereby approve payment of this Unauthorized Purchase. I have met and advised my staff that this kind of a procurement is not to be repeated and that they should plan for such needs and work through the normal procurement process by properly issuing a requisition before hand and allowing the Purchasing Division to make the purchase. Continued use of this method of unauthorized purchases will not be condoned in my area

Department Director Print Name> _____	Purchasing Director's Email Attached Purchasing Director - email attachment or signature required Signature _____
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Example of Recorded Easement

RESOLUTION NO. 6860

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE PRESERVATION DIVISION TO ADMINISTER AND AWARD FUNDS TO IMPLEMENT THE HISTORIC RESIDENTIAL EXTERIOR REHABILITATION PROGRAM, WITH RECOMMENDATIONS FROM THE HISTORIC PRESERVATION COMMISSION, AND APPROVING CONTRACT NO. 2006-023-COS BETWEEN THE CITY AND JOHN AND CHRISTA KEATING FOR THE ACQUISITION BY THE CITY OF A CONSERVATION EASEMENT

WHEREAS, the Council approved a \$2 million Scottsdale Revitalization funding package in 2004 that included \$200,000 in funding for a rehabilitation program for designated historic districts; and

WHEREAS, the Council approved the first neighborhood historic districts in Scottsdale in June, 2005 when it adopted the Village Grove 1-6 and Town and Country Scottsdale historic districts; and

WHEREAS, the Historic Preservation Commission (HPC) was appointed by the Council in June, 1997 and charged with developing a comprehensive Historic Preservation Program for the City of Scottsdale; and

WHEREAS, the HPC has approved preservation guidelines for each of the two existing neighborhood historic districts that will be used by owners to prepare their improvement plans and by the HPC and staff to review the appropriateness of the proposed home improvement plans for properties within the neighborhood historic districts, and the HPC will prepare similar preservation guidelines for any additional historic districts the Council designates; and

WHEREAS, the HPC has approved the application materials needed to effectively administer the Historic Residential Exterior Rehabilitation Program, including forms, a manual with priorities for funding, guidelines, sample legal documents, and a selection process; and

WHEREAS, the Preservation Division supports the work of the HPC and administers the local Historic Preservation Program, with support and recommendations from the HPC; and

WHEREAS, Preservation staff desire to establish procedures for the efficient implementation of the Historic Residential Exterior Rehabilitation Program, including the acquisition by the City of conservation easements for the purpose of preserving improvements to qualifying structures; and

WHEREAS, John and Christa Keating are the owners of real property located at 7308 E. Monte Vista Road in the Scottsdale Town and Country historic district, and wish to make certain improvements to their property to continue to maintain its structural integrity; and

WHEREAS, the City and the Keatings wish to enter into an agreement whereby the City will acquire a conservation easement from the Keatings in order to preserve the improvements after they are made and in order to encourage and facilitate the Keatings' improvements to their property, which agreement will be to the benefit of the citizens of Scottsdale;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. City Council authorizes the Preservation Division and the HPC to administer the Historic Residential Exterior Rehabilitation Program, using existing budgeted funds as previously approved and funded by the City Council as part of the 2004 Scottsdale Revitalization Program, and any future funds budgeted by the City Council for this rehabilitation program, to modify the application form, submittal deadlines, guidelines, priorities and competitive selection process for the program when necessary, and to accept conservation easements for the City.

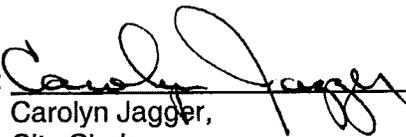
Section 2. City Council authorizes the Preservation Division to prepare agreements with homeowners in historic districts for improvement projects selected by the HPC through a competitive selection process, and to authorize the Preservation Director or designee to sign future agreements to agree to pay up to \$10,000 per residence for the acquisition of conservation easements to preserve successfully completed improvement projects that maintain or enhance the character-defining features of homes in City Council designated neighborhood historic districts.

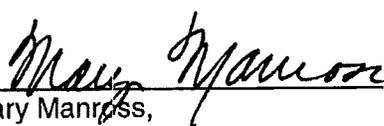
Section 3. Mayor Mary Manross is hereby authorized and directed to execute on behalf of the City of Scottsdale Contract No. 2006-023-COS.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Scottsdale this ~~4th~~ day of April, 2006.

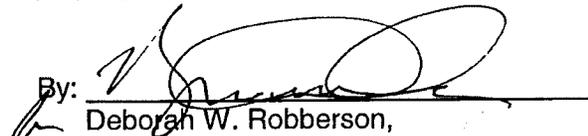
ATTEST:

CITY OF SCOTTSDALE, an
Arizona municipal corporation

By: 
Carolyn Jagger,
City Clerk

By: 
Mary Manross,
Mayor

APPROVED AS TO FORM:

By: 
Deborah W. Robberson,
City Attorney

Example of Marked Agenda

SCOTTSDALE HISTORIC PRESERVATION COMMISSION MEETING MEETING NOTICE AND **MARKED *SECOND AMENDED AGENDA**



***Item #8 changed, Meeting location changed, Items 9, 10, 11 added.**

HISTORIC PRESERVATION COMMISSION

Blair Schweiger, Chair
Ben Brosseau, Commissioner
Regina Buzzello, Commissioner

Christie Kinchen, Commissioner
Linda Davis, Commissioner
Melissa Fedock, Commissioner
Peter Hosmer, Commissioner

Thursday, December 6, 2018

6:00 P.M.

HISTORIC PRESERVATION COMMISSION MEETING

***City Hall Kiva Forum, 3939 N. Drinkwater Boulevard**

Call to Order - 6:06 PM

Roll Call – COMMISSIONER FEDOCK ABSENT, COMMISSIONER BROSSEAU ARRIVED AT 6:12 PM

APPROVAL OF MINUTES

1. Approval of the November 1, 2018 Historic Preservation Commission [Meeting Minutes](#).
APPROVED 5-0; MOTION BY COMMISSIONER DAVIS, 2ND BY COMMISSIONER HOSMER.

ADMINISTRATIVE REPORT

2. Identify supplemental information, if any, related to the December 6th, 2018 Historic Preservation Commission agenda items and other correspondence.

PUBLIC COMMENT

Citizens may address the members of Historic Preservation Commission during Public Comment. This "Public Comment" time is reserved for citizen comments regarding non-agendized items. However, Arizona State law prohibits the Historic Preservation Commission from discussing or taking action on an item that is not on the prepared agenda. **Comment cards must be submitted before public testimony has begun on any item.**

**Debra Lentz and Myrna Weinstein submitted written comments.
Amy MacAulay and Elton Humphreys spoke.**

Old Business

3. [34-HP-2018 \(Stark Residence Addition and Remodel\)](#)
Request approval of a Certificate of Appropriateness-Historic Resources for exterior modifications to renovate a California Ranch Style house, including enlarging the front porch, relocating the front door, modifying the size and location of windows on the primary facade, adding French doors on the primary facade, converting the carport to a garage, and an addition at the rear of the house, located in the Village Grove 1-6 Historic District at 6626 East Hubbell Street. Staff contact person is Doris McClay, 480-312-4214. **Applicant contact person is Todd Stark, 602-496-4107.**
CONTINUED 6-0 TO JANUARY 3RD MEETING; MOTION BY COMMISSIONER HOSMER, 2ND BY COMMISSIONER KINCHEN.

REGULAR AGENDA

4. [45-HP-2018 \(Patterson Townhouse Front Yard\)](#)
Request approval of a Certificate of Appropriateness-Historic Resources for exterior modifications that include a new patio, new wall, and new landscaping at an existing townhouse located in the Villa Monterey Units 1-7 Historic District at 4914 North 78th Street. Staff contact person is Jesus Murillo, 480-312-7849. **Applicant contact person is Donae Patterson, 602-770-0467.**
CERTIFICATE OF APPROPRIATENESS APPROVED 6-0; MOTION BY COMMISSIONER HOSMER, 2ND BY COMMISSIONER BUZZELLO.
5. [51-HP-2018 \(Basiliere Residence Window Replacement\)](#)
Request approval of a Certificate of Appropriateness-Historic Resources and Historic Residential Exterior Rehabilitation (HRER) Program funding to replace windows at an existing residence located in the Village Grove 1-6 Historic District at 6708 East Cypress Street. Staff contact person is Greg Bloemberg, 480-312-4306. **Applicant contact person is Brian Basiliere, 617-548-7899.**
CERTIFICATE OF APPROPRIATENESS APPROVED 6-0; MOTION BY COMMISSIONER BUZZELLO, 2ND BY COMMISSIONER KINCHEN.
HRER FUNDING APPROVED 6-0; MOTION BY COMMISSIONER KINCHEN, 2ND BY COMMISSIONER DAVIS.
6. [54-HP-2018 \(Carson Flamini Residence Landscaping\)](#)
Request approval of a Certificate of Appropriateness-Historic Resources for exterior modifications that include a new patio, new wall, new landscaping, repaving the driveway, and replacing existing awnings at an existing townhouse located in the Villa Monterey Units 1-7 Historic District at 7701 East Mariposa Drive. Staff contact person is Katie Posler, 480-312-2703. **Applicant contact person is Michael Flamini, 480-323-5299.**
CERTIFICATE OF APPROPRIATENESS APPROVED 6-0 WITH REMOVAL OF STIPULATION #3; MOTION BY COMMISSIONER BUZZELLO, 2ND BY COMMISSIONER KINCHEN.

7. [Historic Preservation Commission Meeting Schedule 2019](#)
Request approval of the 2019 Historic Preservation Commission hearing dates.
HISTORIC PRESERVATION COMMISSION MEETING SCHEDULE 2019 APPROVED 6-0 WITH STIPULATIONS TO REMOVE AUGUST 1ST MEETING TO COMBINE JULY AND AUGUST INTO ONE MEETING ON JULY 25TH, 2019; MOTION BY CHAIR SCHWEIGER, 2ND BY COMMISSIONER DAVIS.

Non-action Agenda

- *8. [Correspondence from Villa Monterey Unit 4 Resort Park Association](#)
Response to correspondence from Villa Monterey Unit IV Resort Park Inc. Homeowners Association.
STAFF DISCUSSED CORRESPONDENCE FROM VILLA MONTEREY UNIT IV RESORT PARK ASSOCIATION.
- *9. [2019 Arizona Historic Preservation Conference](#)
Staff would like to know if any Historic Preservation Commissioners are interested in attending the conference, and if staff should seek scholarship funding.
COMMISSIONERS DISCUSSED SCHEDULE AVAILABILITY AND ATTENDING THE 2019 ARIZONA HISTORIC PRESERVATION CONFERENCE.
- *10. [2019 Historic Preservation Commission Work Program](#)
Staff recommends that the Commission review, discuss, and provide direction to staff regarding the 2019 Historic Preservation Commission Work Program.
COMMISSIONERS DISCUSSED THE 2019 HISTORIC PRESERVATION COMMISSION WORK PROGRAM.
- *11. [2019 Annual Retreat](#)
Staff requests that the Historic Preservation Commission determine the focus and the best date for the retreat.
COMMISSIONERS DISCUSSED SCHEDULE AVAILABILITY AND THE BEST DATE FOR THE ANNUAL RETREAT.

Commissioner Announcements*

- **NONE**

Future Agenda Items*

- **COMMISSIONER BUZZELLO: PACKET DELIVERY TIMING**

*Not for Discussion

Adjournment - 8:23PM



Persons with a disability may request a reasonable accommodation by contacting Staff at 480-312-7767. Requests should be made 24 hours in advance, or as early as possible, to allow time to arrange the accommodation. For TTY users, the Arizona Relay Service (1-800-367-8939) may contact Staff at 480-312-7767.

Example of Recorded Deed of Conservation Easement

Unofficial 20 Document

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WHEN RECORDED RETURN TO:
City of Scottsdale
One Stop Shop/Records
Ben Moriarity
7447 E. Indian School Road, Suite 100
Scottsdale, AZ 85251

EXEMPT UNDER A.R.S. 11-1134 (A) (2)

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (the "Easement") is made as of the 8th day of November 2017, by and between Steve Robles and Theresa Robles, (the "Property Owner"), whose principal address is 6816 E. Coronado Rd., Scottsdale, Arizona 85257 and the City of Scottsdale, a municipal corporation organized and existing under the laws of the State of Arizona, (the "City").

RECITALS

- A. The City is authorized under Arizona's Uniform Conservation Act, Arizona Revised Statutes, Sections 33-271 through 276, inclusive (collectively, as and if amended, the "Act") to accept easements to protect property significant in Arizona history and culture for the education of the general public.
- B. The City is a municipal corporation whose responsibilities include the protection of the public interest in preserving architecturally significant structures within the City of Scottsdale.
- C. The Property Owner is the owner in fee simple of that certain property located at 6816 E. Coronado Rd., Scottsdale, Maricopa County, Arizona, which is more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"), including all improvements, fixtures and buildings thereon (the "Structures"). (Any reference to the "Property" hereinafter shall be deemed to include each of the "Structures".)
- D. The Property is listed on the Scottsdale Historic Register; and the Property Owner and the City recognize the historical or architectural value and significance of the Property and have the common purpose of conserving and preserving the aforesaid value and significance of the Property.

E. On August 4, 2017, the Property Owner executed an Exterior Rehabilitation Program Agreement (the "Program Agreement"), wherein the Property Owner has agreed to sell to the City an Easement on the Property to maintain an unobstructed view of the exterior surfaces of each of the Structures (collectively, the "Facades"), including all fences, walls, or fixtures on the Property, and to maintain the Facades in the condition described herein.

F. In order to effectuate the obligations of the Property Owner under the Program Agreement, the Property Owner desires to sell, grant, convey, transfer and assign to the City and the City, pursuant to the Act, desires to accept an Easement on the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the City's payment to the Property Owner of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the City and the Property Owner agree as follows:

1. Grant of Easement: The Property Owner does hereby irrevocably grant, convey, transfer and assign unto the City an Easement, as provided for under the Act, in gross for a term from the date hereof and through and including ten (10) years (the "Term"), to preserve an unobstructed view of the Facades, and to perform the covenants contained herein, which Easement shall contribute to the public purpose of conserving and preserving the Facades and accomplishing the other objectives set forth herein. Without limitation, the Property Owner shall not allow or suffer to exist upon the Property any obstructions to views of the Facades from properties adjacent to the Property except such as may exist at the time of the creation of this Easement. This document runs with the land in favor of the City's successors and assigns.

2. Property Owner's Covenants: In furtherance of the Easement herein granted, the Property Owner hereby covenants and agrees with the City as follows:

2.1 Documentation of the Exterior Condition of the Facades. For the purpose of this Easement, the owner or his designee has depicted the exterior Facades in an original set of photographs dated thirty (30) days prior to the date of the execution of this Easement (collectively, the "Photographs") and filed in the office of the City of Scottsdale Preservation Division, or designated successor. The exterior condition and appearance of the Facades as depicted in the Photographs is deemed to describe their external nature as of the date hereof.

2.2 Maintenance of the Facades. The Property Owner will, at all times, maintain each of the Structures and their respective Facades in a good and sound state of repair in accordance with the City's existing guidelines for the historic district in which the Property is located (the "Standards") so as to prevent the deterioration of the Facades or any portion thereof; to prevent visual obstruction of the Facades from public viewpoints such as adjacent streets; and prevent the intrusion of new improvements, walls, fences, statues, landscaping or fixtures which substantially modify the public view of the Property and its associated streetscape and open space, and are deemed to be not in accordance with the Standards delineated above. The Property Owner will request and obtain advance approval from the City Preservation Division prior to implementing any physical changes to Structures or Facades on the Property, or which would materially alter the view of the Facades from public viewpoints. This provision does not apply to routine maintenance, landscaping other than hardscape improvements, or installation of sprinkler systems. Subject to the casualty provisions

of Paragraph 4 below, this obligation to maintain shall require replacement, repair and reconstruction according to the Standards within a reasonable time whenever necessary to have the external nature of the Structure at all times appear to be the same as shown in the Photographs.

2.3 Maintenance of the Structural Elements. The Property Owner will maintain and repair each of the Structures as is required to ensure the structural soundness and the safety of the Structures and the Facades.

2.4 Inspection. In order to periodically observe the Structures and Facades, representatives of the City shall have the right to enter the Property to inspect the exterior Facade. This inspection will be made at a time mutually agreed upon between the Property Owner and the City, or, if no time is mutually agreed upon, at any time during normal business hours after not less than forty-eight hours notice to the Property Owner by the City.

2.5 Conveyance and Assignment. The City may convey, transfer and assign this Easement to a similar local, state or national organization whose purposes, inter alia, are to promote historic preservation, and which is a "qualified organization" under Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, provided that any conveyance or assignment requires that the conservation purposes for which this Easement was granted will continue to be carried out.

2.6 Insurance. The Property Owner, at their sole cost and expense, shall at all times (a) keep the Structures insured at their replacement cost value on an "all risk" basis to ensure complete restoration of the Facades ^{in the event} of loss or physical damage. Said property coverage policy shall contain provisions which ensure that the face amount of the policy is periodically adjusted for inflation, and the Property Owner shall provide a Certificate of Insurance to the City evidencing such insurance, including an endorsement naming the City as a loss payee; and (b) carry and maintain liability insurance in an amount satisfactory to the City to protect against injury to visitors or other persons on the property, and to provide a Certificate of Insurance to the City evidencing such insurance, and naming the City as an additional insured on the policy.

2.7 Visual Access. The Property Owner agrees not to substantially obstruct the opportunity of the general public to view the exterior architectural and archaeological features of the Property from adjacent publicly accessible areas such as public streets and sidewalks. The Property Owner shall obtain advance approval from the City Preservation Division for any proposed changes to the Property that would obstruct or modify the general public view of the exterior architectural or archeological features of the Property from adjacent publicly accessible areas. If the Structures are not visible from a public area, then the Property Owner agrees that the general public shall be given the opportunity on a periodic basis to view the characteristics and features of the Facades that are preserved by this Easement to the extent consistent with the nature and conditions of the Property.

3. Warranties and Representations of the Property Owner. The Property Owner hereby represents, covenants and warrants to the City as follows:

3.1 Information Furnished, True and Correct. All information given to the City by the Property Owner in order to induce the City to accept this Easement, including all information contained in this Easement, is true, correct and complete.

3.2 Legal, Valid and Binding. The Property Owner is lawfully seized and possessed of the Property, has a good and lawful right to make the conveyance described herein, and this Easement is in all respects, legal, valid and binding upon the Property Owner and enforceable in accordance with its terms, and grants to the City a direct, valid and enforceable conservation easement. The person executing this document on behalf of a corporation, trust or other organization warrants his or her authority to do so and that all persons necessary to bind the Property Owner have joined in this document. The City shall have quiet title and possession against the claims of all persons.

3.3 No Impairment of Easement. The Property Owner, for himself, his heirs, personal representatives, and assigns, has not reserved, and to his knowledge, no other person or entity has reserved, any rights, the exercise of which may impair the Easement granted herein.

4. Application of Insurance Proceeds. Subject to the insurance proceeds requirements of any recorded Deed of Trust or Mortgage applicable to the Property, in the event of damage or destruction of any of the Structures resulting from casualty, the Property Owner agrees to apply all available insurance proceeds and donations to the repair and reconstruction of each of the damaged Structures. In the event the City determines, in its sole and absolute discretion, after reviewing all bona fide cost estimates in light of all available insurance proceeds and other monies available for such repair and reconstruction, that the damage to the Structures is of such magnitude and extent that repair of the damage and reconstruction of the Structures would not be practical, then the Property Owner may elect not to repair or reconstruct the damaged Structures. In such event the Property Owner will pay to the City the amount the City paid to the Property Owner for this Easement as set forth in the Program Agreement. Notwithstanding the foregoing, in the event the City notifies the Property Owner in writing that the City has determined that repair and reconstruction of the damaged Structures is impossible or impractical and that the damaged Structures presents an imminent hazard to public safety, the Property Owner will at their sole cost and expense raze the damaged Structures and remove all debris, slabs, and any other portions and parts of the damaged Structures within the time period required by the City to protect the health, safety and welfare of the public, unless the Property Owner has commenced and is diligently pursuing repair or reconstruction of the damaged Structures. Upon razing of the damaged portion of the Structures, the City shall release any interest it has in the insurance proceeds. Nothing in this paragraph is intended to supersede or impair the rights to insurance proceeds of a lienholder pursuant to a recorded Deed of Trust of Mortgage applicable to the Property.

5. Indemnification. The Property Owner covenants that he shall pay, protect, indemnify, hold harmless and defend the City, its officers, employees, agents, independent contractors and elected officials, at the Property Owner's sole cost and expense from any and all liabilities, claims, costs, attorneys' fees, judgments or expenses asserted against the City, its officers, employees, agents, independent contractors and elected officials, resulting from actions or claims of any nature arising out of the conveyance, possession, administration or exercise of rights under this Easement, except in such matters arising solely from the gross

negligence of the City, or its officers, employees, agents, independent contractors or elected officials.

5.1 Survival of Indemnification. The obligations of the Property Owner under this indemnification shall continue beyond the term of this Easement for claims accruing for a period of two (2) years.

5.2 Explanation of Indemnification. For purposes of explanation of Paragraph 5 only, and without in any manner limiting the extent of the foregoing indemnification, the Property Owner and the City agree that the purpose of Paragraph 5 is to require the Property Owner to bear the expense of any claim made by any party against the City, which arises because the City has an interest in the Property as a result of this Easement, or because of any actions taken by the City pursuant to the Program Agreement or this Easement.

6. Default/Remedy. In the event (a) the Property Owner fails to perform any obligation of the Property Owner set forth herein or in the Program Agreement, or otherwise fails to comply with any stipulation or restriction set forth herein, or (b) any representation or warranty of the Property Owner set forth herein is determined by the City to have been untrue when made, in addition to any remedies now or hereafter provided by law and in equity, the City or its designee, following prior written notice to the Property Owner, may (aa) institute suit(s) to enjoin such violation by ex parte, temporary, preliminary or permanent injunction, including prohibitory and or mandatory injunctive relief, and to require the restoration of the Property to the condition and appearance required under this Easement, or (bb) enter upon the Property, correct any such violation, and hold the Property Owner responsible for the cost thereof, and such cost until repaid shall constitute a lien on the Property. Unofficial Document In the event the Property Owner violates any of its obligations under this Easement, the Property Owner shall reimburse the City for any and all costs and expenses incurred in connection therewith, including all court costs and attorneys' fees.

7. Waiver. The exercise by the City or its designee of any remedy hereunder shall not have the effect of waiving or limiting any other remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

8. Effect and Interpretation. The following provisions shall govern the effectiveness and duration of this Easement:

8.1 Interpretation. Any rule of strict construction designed to limit the breadth of restriction on alienation or use of property shall not apply in the construction or interpretation of this Easement, and this Easement shall be interpreted broadly to effect the transfer of rights and restrictions on use herein contained.

8.2 Invalidity of the Act. This Easement is made pursuant to the Act as the same now exists or may hereafter be amended, but the invalidity of such Act or any part thereof, or the passage of any subsequent amendment thereto, shall not affect the validity and enforceability of this Easement according to its terms, it being the intent of the parties hereto to agree and to bind themselves, their successors, heirs and assigns, as applicable, during the Term hereof, whether this Easement be enforceable by reason of any statute, common law or private agreement either in existence now or at any time subsequent thereto.

8.3 Violation of Law. Nothing contained herein shall be interpreted to authorize or permit the Property Owner to violate any ordinance or regulation relating to building materials, construction methods or use, and the Property Owner agrees to comply with all applicable laws, including, without limitation, all building codes, zoning laws and all other laws related to the maintenance and demolition of historic property. In the event of any conflict between any such laws and the terms hereof, the Property Owner promptly shall notify the City of such conflict and shall cooperate with City and the appropriate authorities to accommodate the purposes of both this Easement and such ordinance or regulation.

8.4 Amendments and Modifications. For purposes of furthering the preservation of the Facades, the Structures and the other Property and the other purposes of this Easement, and to meet changing conditions, the Property Owner and the City are free to amend jointly the terms of this Easement in writing without notice to any party; provided, however, that no such amendment shall limit the terms or interfere with the conservation purposes of this Easement. Such amendment shall become effective upon recording the same among the land records of Maricopa County, Arizona, in the office of the County Recorder.

8.5 No Third Party Beneficiaries: It is not the intention of the parties hereto that any third party who is not an assignee of an interest of any of the parties will have the right to enforce or benefit from any of the provisions of this Easement or the Program Agreement.

8.6 Time of the Essence. Time is of the essence in the performance of each and every term and condition of this Easement Unofficial Document by the Property Owner.

8.7 Feminine and Masculine. For purposes of this Easement, the feminine shall include the masculine and the masculine shall include the feminine.

IN WITNESS WHEREOF, the Property Owner and the City executed this Easement on the date first above written, which Easement shall be effective immediately upon such execution.

"PROPERTY OWNER"

By: [Signature]

By: [Signature]

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 20th day of DECEMBER 20 19, by LORRAINE CASTRO

[Signature]
Notary Public

My Commission Expires:
11/15/2020



EXHIBIT "A"

Legal Description
6816 E. Coronado Road
Scottsdale, AZ 85257

LOT 228, VILLAGE GROVE SIX, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 76 of Maps, Page 39.

ATTACH THIS FORM
TO THE BACK OF THE OTHER DEDICATION DOCUMENT
AND RECORD THEM TOGETHER



**CITY OF SCOTTSDALE
CONFIRMATION OF NEW DEDICATION**

Project No. 28-HP-2017

APN 129-08-077

MIN _____

MERS Telephone Number (888) 679-6377

FOR ONE DOLLAR (\$1.00) and other good and valuable consideration received
Mortgage Electronic Registration Systems, Inc., as nominee for Caliber Home Loans, Inc.

its successors and assigns, P.O.Box 2026, Flint, MI 48501 (collectively "Beneficiary"), being the
holder of a deed of trust, mortgage or other document recorded September 25, 2017 at
document No. 2017-0705037 of the public records of Maricopa County,
Arizona, does hereby approve, join in, and confirm as to its interests the grant and conveyance
to the City of Scottsdale, an Arizona municipal corporation ("Grantee"), described in the _____
Deed of Conservation Easement to which this Confirmation of New
Dedication is attached.

Unofficial Document

Beneficiary hereby warrants and covenants to Grantee and its successors and assigns that
Beneficiary is lawfully seized and possessed of its above-described interest in the Property; that
Beneficiary has a good and lawful right to make the conveyance described herein; and that
Grantee shall have title and quiet possession against the claims of all persons.

The person executing this document on behalf of a corporation, trust or other organization
warrants his or her authority to do so and that all persons necessary to bind Beneficiary have
joined in this document. This document runs with the land in favor of Grantee's successors and
assigns.

DATED this 13th day of December, 2017

Beneficiary: _____

for Mortgage Electronic Registration Systems, Inc.

Frances Stewart

FRANCES Stewart
AVP Operations Support

